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**Event Center Lease Agreement**

 This Lease Agreement is made and entered into on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SCOTT, a municipal corporation, hereinafter referred to as listed below;
 “Lessee”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Lessor hereby grants to Lessee permission to use, subject to all of the terms and conditions hereof, THE SCOTT EVENTS CENTER, which is located at 110 Lions Club Road, Scott, Louisiana (“The Leased Space”) (**Lessee must provide a copy of valid driver’s license to Lessor at the execution of this Lease Agreement).**The following is leased (check one): \_\_\_\_\_ Entire building, including kitchen facilities
 \_\_\_\_\_ Small room
 \_\_\_\_\_ Pavilion only

Lessee, its agents or employees, will comply with all laws, ordinances and regulations of

Federal, state or local government agencies or bodies; and the rules and regulations provided by Lessor.

**LESSEE shall not assign the Lease Agreement or sublease the Leased Space.**

2. Lessor retains the right to use and or lease such portions of the Leased Space which are not covered by this Lease Agreement.

3. The Leased Space shall be occupied and used by the Lessee only for the following purpose (“The Event”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Lessee acknowledges and agrees that under NO circumstances will it charge a fee, for any reason, for beverages of food during The Event, unless prior approval has been granted by Lessor.

Any servants or employees that Lessee may require for The Event shall be employed by Lessee and shall be servants or employees of Lessee.

4. The Leased Space shall be occupied and used by Lessee only during the following described time period (The “Time Period”):

The Time Period begins at \_\_\_\_\_\_\_\_\_ M. on the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ and ends at \_\_\_\_\_\_\_\_\_M. on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ a total of \_\_\_\_\_\_\_( ) hours, which includes any time used for decorating and setup.

Lessee acknowledges and agrees that The Event will be concluded no later than 1:00 A.M. and, further, an additional charge of $75.00 will be payable for each hour after expiration or the Time Period, coming due one minute after the expiration of the Time Period.

5. Lessee shall pay the following fee for the use of the Leased Space, said fee due and payable no less than ninety (90) days before the commencement of the Time Period. Lessee shall also pay any other expenses which may be incurred by or assessed to Lessee pursuant to this Lease Agreement (“Reimbursable Expense”). If the rental fee, security fee and reimbursable expense are not paid before ninety (90) days prior to the commencement of the Time Period, this Lease Agreement is cancelled, and null and void. Lessee shall pay to Lessor a fifty-dollar ($50.00) setup fee if Lessee requires tables and chairs to be arranged in a way other than originally arranger by Lessor.

Lessee WLL pay for security if alcohol is being served at the event. A minimum of TWO Scott

Police Officers will be required if alcohol is to be served. Lessee MAY request security for any

other event that does not have alcohol being served at the Lessee's discretion. NO OUTSIDE

AGENCIES OR PRIVATE COMPANIES WILL BE ALLOWED TO PERFORM SECURITY

without the approval of the Chief of Police or his designee. The security rate for officers is $45/per hour per officer, with a four (4) hour minimum. Any event wherein alcoholic beverages are served is required to schedule officers to arrive 30 minutes prior to the event beginning and depart 30 minutes after the scheduled end time. The total cost of this security will be paid at least 5 business days prior to the event. If payment is made 5 days (or less) prior to the event, or if security is coordinated the week of the event, the rate for officers will increase to $50/per hour per officer. If the event ends before the designated scheduled time frame **THAT** was coordinated with Scott Police Department, security **FEES** would NOT be forfeited. Please coordinate security with either the Chief or Assistant Chief of the Scott Police Department at least 2 weeks prior to your event. (337) 233-3715.

Rental Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific Times for Officers \_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_

Reimbursable Expense: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Lessee shall pay to Lessor a damage deposit of twenty-five (25%) percent of the rental fee upon the execution of the execution of this Lease Agreement. This deposit shall be the sum of $\_\_\_\_\_\_\_\_. This deposit shall be refunded after the event, but only after the all keys are returned and Lessor, in its sole discretion, determines that no damages were caused to the Leased Space. A fifty-dollar ($50.00) fee for unreturned keys, and any damages to the Leased Space will be deducted from the deposit, and Lessee shall be responsible for any damages in excess of the deposit.

7. CANCELLATION POLICY: The deposit is NOT refundable if the event is cancelled by Lessee during the ninety (90) day period prior to the commencement of Time Period.

8. Lessee assumes all risk of loss or damage to the property and injury or death to persons by reason or incident to Lessee’s possession and or use of the Leased Space. Lessee expressly waives all claims against Lessor for any such loss, damage, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and or use of the Leased Space by Lessee, its officers, directors, agents, employees or invitees, or any activities conducted at the Leased Space in connection with or pursuant to The Event. Lessor specifically avails itself of the provisions of LA-R.S. 9:3221 whereby Lessee, upon acceptance of the Leased Space, assumes all responsibility for the condition of the Leased Space and any injuries or damages or claims resulting therefrom, regardless of the negligence, strict liability or alleged strict liability on the part of Lessor.

9. Lessee shall maintain and return the Leased Space in the condition received. Lessee shall not bring or permit any person to bring into the Leased Space any animal or any other permit any kind without the consent of Lessor, and shall not cause or permit any nails or other objects to be driven into any part of the Leased Space, or cause any signs to be affixed to the exterior thereof, or cause or permit any changes, alterations, repairs, painting, or staining of any part of the furnishings thereof, or permit to be done anything which will damage or change the finish or appearance of the Leased Space or the furnishings thereof. Lessee will not install any decorations without the consent of the Lessor. (Special arrangements must be made with the Lessor for placing posters on walls inside or outside the Leased Space.) Lessor shall have the right at any time to require Lessee to remove from the Leased Space any animals, furniture, fixtures, wiring, exhibits and other things placed therein without the consent of Lessor.

**Lessee is responsible for depositing all cans, bottles, cups, plates, etc. from tables and floors in the trash cans provided by Lessor, and depositing same in the building dumpster, and in default thereof an additional charge of $50.00 will be deducted from the deposit. No glass beer bottles are allowed. There will be an additional charge of $50.00 deducted from the deposit if rice, bird or other types of seeds, bubbles, or confetti are thrown inside of the Leased Space.**

**Also The Leased Space is a non-smoking facility, breach of this will result in forfeiture of the deposit.**

Lessee shall not, without the advance written consent of Lessor, operate any engine, motor, or machinery at the Leased Space or bring to the Lease Space any bottled gas or flammable or combustible or potentially explosive substances. Lessee agrees that all decorative materials used in the Leased Space will be flameproof and that all questions of safety must be resolved to the satisfaction of Lessor.

Lessee shall pay the cost of repairing any and all injury and damage which may be done to the Leased Space, or any of the fixtures, furniture, or furnishings thereof, by any act of Lessee, or any of Lessee’s employees or agents, or anyone visiting the Leased Space upon the invitation of Lessee, including the patrons of The Event. It is expressly agreed that Lessor shall determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this Lease Agreement, Lessee is to be held responsible. The decision of Lessor shall be final.

10. Lessee shall not permit its officers, employees, agents, or invitees to engage in any activity which may directly or indirectly cause physical damage to the Leased Space or bring discredit to Lessor. Lessee assumes full responsibility for the character, acts and conduct of all persons present at the Leased Space for The Event. Lessor shall have the right to eject or cause to ejected from the Leased Space any person or persons whose conduct is unlawful or otherwise objectionable.

Lessee shall not allow at The Event a number of persons more than the seating capacity of the Leased Space, which is 398 persons, or more persons than can safely or freely move in and about the Leased Space.

Lessor shall have the right to make announcements at any time during The Event in the interest of public safety, proper operation of the facilities, crowd control and compliance with the rules, regulations, laws etc. In addition, Lessor shall have the right to terminate this Lease Agreement when Lessor, in the exercise of its sole discretion, determines that Lessee has endangered public safety or has permitted any unlawful activity to be conducted in the Leased Space; and in the event of such early termination, Lessor shall be entitled to the full rental fee as liquidated damages.

11. Lessee hereby agrees that all equipment or paraphernalia which it may place in the Leased Space shall be removed before the expiration of the Time Period. In the event of failure to do so, Lessor may remove said property from the Leased Space, and the expenses of removal shall be paid by Lessee. Lessee acknowledges and agrees that Lessor shall in no way be liable or responsible for loss, damage or claim regarding said items removed.

12. Lessor shall provide and maintain the necessary utilities, including water, electricity, sewage disposals, heat and air conditioning at the Leased Space for The Event. Any other than ordinary utilities that are required by Lessee for The Event shall be payable by Lessee as Reimbursable Expense. Lessor does not warrant against interruption in or failure of utilities and shall not be liable to Lessee or others for any loss, damage, cost or expenses which may result or arise from any such interruption or failure. **LESSEE SHALL ONLY USE ELECTRICAL OUTLETS SPECIFICALLY IDENTIFIED BY LESSOR FOR MARGARITA MACHINES AND BEER DISPENSERS.**

13. If the Leased Space, or any part thereof, is destroyed or damaged by fire or other cause, casualty or unforeseen occurrence, including, but not limited to, acts of God, war, riots, strikes or acts of governmental authorities, rendering this Lease Agreement impossible of performance by Lessor, or if the facilities are required for public necessity or emergency use, this Lease Agreement shall at once terminate. Lessor shall not, in any such case, be liable or responsible for any damage caused by said termination. Any rental fee for the unused portion of the Time Period shall, under such circumstances, be refunded by Lessee.

14. In case of any action or proceeding brought by Lessor to compel compliance with, or for a breach of, the provisions of this Lease Agreement by Lessee, Lessor shall be entitled to recover from Lessee its reasonable attorney fees and expenses.

15. Any matter not herein expressly provided for shall rest solely within the discretion of Lessor.

16. This Lease Agreement embodies the entire agreement of Lessor and Lessee, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon either Lessor or Lessee unless reduced to writing and signed by them and by direct reference therein made a part thereof.

17. Other provisions of this Lease Agreement:

No smoking allowed, No hanging things from the ceiling or on walls.

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**THUS DONE AND PASSED IN DUPLICATE ORIGINALS IN THE PARISH OF LAFAYETTE, LOUISIANA, ON THE DAY AND DATE FIRST ABOVE WRITTEN IN THE PRESENCE OF THE UNDERSIGNED COMPETENT WITNESSES.**

**WITNESS: APPROVED AND AGREED:**

**LESSOR:**

**The City of Scott**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Jan-Scott Richard**

**TITLE: MAYOR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LESSEE:**

**Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY/TITLE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_