

T & P STATION MAIN WAITING ROOM RENTAL AGREEMENT

This Agreement is between the Fort Worth Transportation Authority, 1600 E. Lancaster, Fort Worth, TX 76102, a regional public transportation authority (“Lessor”) and _____ (“Lessee”) for the rental of the T & P Station Main Waiting Room, located at 221 W. Lancaster, Fort Worth, Texas (the “Building), for one (1) day, _____, for the purpose of _____ (the “event”), subject to the following terms and conditions:

1. Lessee will pay the sum of _____ and No/100Dollars (\$_____) as rental for the use of the premises as stated above. The entire rental fee shall be paid in full at least two weeks prior to the event. (See rental rates on page 4 of this agreement.)
2. Lessee must inspect the premises immediately prior to the event and accept the premises and facilities in their present condition. Lessor shall not be responsible for injuries to anyone in the building or on the grounds. Additionally, Lessor shall not be liable for personal property left on the premises and shall be indemnified from and held harmless by Lessee for any injuries to persons or property.
3. Lessee is responsible for throwing away all trash in provided receptacles, as well as removing everything brought into the building by lessee. No smoking shall be permitted in any part of the building.
4. All objects in contact with the floors, except for foot traffic, must have protective pads or carpet to protect the marble floors from scratches.
5. For catering, **unless used by an insured caterer (in which case documentation is required)**, fuel generators, fuel powered warming devices such as sterno or propane warmers are **not** permitted inside the building. Electric warming devices only are permitted.
6. No games, which are prohibited by any city ordinance, state or federal law shall be played at the Building, on the parking lots or in adjacent streets.
7. Students or any groups of minor age that desire to rent the Building must have an adult sponsor who is approved by the Lessor sign this Agreement as a party to the Agreement. All college sorority and fraternity events, which are attended by minors, must be sponsored by adult chaperones.
8. Any breakage or damage to the property caused by the Lessee or any person permitted access to the premises by the Lessee shall be the responsibility of the Lessee and the cost of repairing such breakage or damage shall be reimbursed to Lessor.
9. The long black marble ticket counter on the west end of the Building shall **not be used**

for food or drink service. Food and drinks cause damage to the marble finish. Lessee shall be responsible for damage caused to the marble counter top while in Lessee's possession. Additionally, **standing, walking and/or dancing on the black marble counter are strictly prohibited.** **This paragraph is nonnegotiable.** Any violation of this paragraph will result in loss of security deposit as well as cost of repairing damages.

10. Lessee and/or Lessee's guests, caterer, decorator or any other person shall not open any of the windows in the Main Waiting Room, including the window behind the black, marble ticket counter. All of the windows shall remain closed at all times.
11. All food or liquid spills must be cleaned immediately. Spills shall be cleaned immediately with clean water and dried with a clean towel to prevent slipping and/or falling and to prevent damage to the surfaces. Lessee shall not use any cleaning chemicals on the floor or the black marble counter top.
12. No rice, seeds, petals, confetti, silly string or bubbles shall be thrown or used inside the Building. Biodegradable materials may be used outside. No dance wax or other similar substance may be used on the floors. Helium-filled balloons are not permitted. (If helium balloons are brought in and they escape and become hung in the chandeliers, Lessee will be responsible for reimbursing the T for cost of the rental of a hydraulic lift and labor for removal of the balloons.)
13. Tables and chairs for 288 people (36 round tables which seat 8 each) are available with rental of the Building; however, Lessee is permitted to bring rental furniture inside the Building if more are required. Table linens are not included.
14. A catering kitchen is not available at the Building; however a very small kitchen with a sink and a refrigerator is available and is located inside the side conference room. Lessee is permitted to contract with an outside caterer for the event. All ice, food and beverage items shall be removed from the kitchen and refrigerator at conclusion of the event.
15. Lessee may not attach, with adhesive, tape, string, ribbon, fasteners, etc., any decorations or other items to the ceiling or walls. Freestanding displays and decorations are permitted.
16. Lessee and Lessee's guests are permitted to cross through the concourse area of the building for access to men and women's restrooms. However, the concourse area is not owned by the Fort Worth Transportation Authority and, therefore, is not included in the rental of the Building. Lessee and Lessee's guests are not permitted to wander or congregate in the concourse area. At the end of the event, the Lessee shall do a walkthrough inspection of the concourse area for trash and/or refreshment containers or dishes that may have been left by Lessee's guests. Such items shall be disposed of.
17. The event shall cease at 12:00 a.m., and the Building shall be cleaned and closed no later

than 1:00 a.m. Lessee shall be responsible for making closing preparations prior to the closing hour.

18. Deposits.

(a) A rental deposit of \$_____ (twenty five percent of the rental fee) shall be paid by Lessee in advance to Lessor at the time of reservation and execution of this agreement. The deposit is nonrefundable. As set out in Item 1, above, the balance of the rental fee shall be paid in full at least two weeks prior to the event.

(b) A refundable security deposit of \$250.00 shall be due two weeks in advance of the event. After the event, if the premises are clean in accordance with paragraphs 3 and 14, and 17 above, and the key returned to lessor, the deposit shall be refunded to Lessee. However, if the premises are left in less than satisfactory condition, or the key is not returned, the security deposit will not be refunded.

19. A certificate of insurance evidencing commercial general liability (CGL) for property in care of others, with limits of \$1,000,000.00 each for personal liability and property damage, naming the Fort Worth Transportation Authority as loss payee and Fort Worth Transportation Authority as additional insured, with no co-insured, shall be presented to Lessor by Lessee at least two weeks prior to the event. A claim shall be filed by the Lessor against the CGL in the event that any property repairs, replacements or payment for any breakage or damage to the property or premises (if any) are required as a result of Lessee's use. **THE PROVISION OF THE ABOVE DESCRIBED COVERAGE BY THE LESSEE, OR LESSOR'S FILING A CLAIM AGAINST SUCH COVERAGE SHALL NOT ACT AS A WAIVER OF THE LIABILITY OF LESSEE AND IN NO WAY SHALL RELEASE THE LESSEE FROM DAMAGES WHICH MAY EXCEED THE INSURANCE POLICY LIMITS. LESSEE AGREES TO REIMBURSE THE LESSOR FOR ALL DAMAGES WHICH MAY EXCEED THE AMOUNT OF THE CGL LIMITS. LESSOR RESERVES THE RIGHT TO PURSUE ALL LEGAL REMEDIES FOR DAMAGES TO THE BUILDING.**

20. Any event not conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the Lessee shall be rejected and canceled. Any such rejection or cancellation shall be at the sole discretion of the Lessor and Lessor shall retain Lessee's deposit as liquidated damages.

21. Events, which include the serving of alcoholic beverages, shall be conducted in accordance with the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission ("TABC"). Lessee is required to contact the TABC for information regarding such rules and regulations.

22. Per City of Fort Worth, Texas Fire Marshall requirements, Lessee shall maintain clear an area 6 feet wide between the front (north) entrance and the rear (south) doors into the

concourse area.

23. Security guards, at the Lessee's expense, must be provided at the rate of one guard per each 100 guests. The security guard(s) shall be hired by the Lessor and paid by the Lessee at the **beginning** of the event. The security guard(s) shall be paid in **cash upon arrival at the event**. The rate for the security guard(s) is currently \$30.00 per hour, per officer.
24. Lessee shall return the keys to the Fort Worth Transportation Authority on the morning of the first business day following the event. Failure to do so will result in loss of security deposit.

Rental prices for the use of the Texas & Pacific Main Waiting Room

(Rental of this space also includes the adjoining conference room and kitchenette)

Day of the Week	Rental Fee
Monday - Thursday	day* - \$750.00
Monday - Thursday	Evening** -\$1,250.00
Friday	6:00pm – midnight - \$2,000.00
Saturday	6:00pm – midnight - \$2,500.00
Sunday	6:00pm – midnight - \$2,000.00

* Day use, from 8:00 a.m. until 5:00 p.m.

** Evening use, from 6:00 p.m. until Midnight.

THE ABOVE AND FOREGOING TERMS AND CONDITIONS HAVE BEEN ACKNOWLEDGED AND AGREED BY THE PARTIES ON THE _____ day of _____, 200__.

LESSEE:

Signature: _____

Print Name: _____

Address: _____

Phone: _____

LESSOR:

FORT WORTH TRANSPORTATION AUTHORITY:

By: Kristen Camareno
Property Manager

Name of party: _____

Expected number of guests: _____

Event to begin/end at _____ a.m./p.m.

Day time phone _____

Other phone _____

ITEMS REQUIRED BY THE FORT WORTH TRANSPORTATION AUTHORITY FOR
RENTAL OF THE T & P STATION MAIN WAITING ROOM

1. Signed Rental Agreement - signed by both parties (Lessor and Lessee)
2. \$ _____ Rental Deposit - due with signed rental agreement, prior to reserving the T&P Station Main Waiting Room
3. \$250.00 Security Deposit - due at least two weeks prior to the event
4. Certificate of Insurance - due at least two weeks prior to the event, along with balance of rental fee
5. \$ _____ Balance of fee – due two weeks prior to the event.
6. Payment directly to the security officers - due to the officers at beginning of event

Credit Card Authorization (Circle one)

Visa MasterCard American Express Discover

Account Number: _____

Exact name as it appears on credit card (print): _____

Expiration Date: _____