#### Lessor: I.O.O.F Event Center ("Center") Lessor's mailing address: 601 N. 45<sup>th</sup> Street, Corsicana, TX 75110

Lessee:C. LivingstonLessee's mailing address:Lessee's phone #:Lessee's phone #:Email address:Email address:clivingston@navarrocounty.orgType of Event:Jury SelectionEvent Date(s):June 28, 2022, August 30, 2022, & September 27, 2022Event Time:8:00am - 5:00pmLeased Area:Main Hall

\*\*4 or 8 hour Event Rental Times. Rental times include: Set Up/Decorations and Clean Up (Clean up begins 45 minutes prior to end of rental time. Includes: Musicians/DJ, Kitchen, and Decorations)\*\*

Fees, Deposits & Other Charges:

Additional Rental Time: \$ Friday - 8:30 AM – 4:30 PM	
Cleaning Fee: \$300	
Kitchen Fee: \$	
Audio/Visual Equipment: \$100	
Alcohol Surcharge: \$	
Security Personnel: \$	
Estimated Guests:	
3% Fee for Credit Card:	

Total Charges for Event:\$2,924 (with discounts for both days)

Damage Deposit Fee: \$750.00 (Due prior to Event. Refundable with no damage to building) \*\* A building walk thru/checklist will be performed prior beginning of Event.\*\*

\*\*\$100.00 per hour for additional rental time beyond standard 4 or 8 hour rental times. To include additional event time and/or set up/decoration time day of event. There is no Event time after 1:00 AM \*\* \$300.00 per day for weekday set-up/decoration/practice time (Mon-Fri 8:30 AM – 4:30 PM)

\*\*Cleaning fees based on estimated number of guests\*\* Main Hall Rentals with alcohol require minimum of 2 Uniformed Officers. Additional officers are required for events with 300+ people. Any event with 200+ people requires security.

1. LESSEE covenants, promises and agrees that it will well and truly perform and abide by each and every term, restriction, and limitation of this agreement and the Facility Use Policies governing utilization of the facility, and a breach of contract shall cause a forfeiture of any and all consideration and deposits LESSEE may have paid to CENTER. LESSEE, by signing this agreement, hereby

represents that it has read all of the Facility Use Policies, and below, governing the utilization of the facility, and understands said rules.

- Any and all unpaid balances for services may be deducted from the damage deposit. 0
- 0 Any site-visits or tours of the Center must be by appointment only, based on availability. PLEASE DO NOT SCHEDULE OR CONDUCT MEETINGS WITH YOUR VENDORS AT THE CENTER WITHOUT AN APPOINTMENT OR ADDITIONAL CHARGES WILL BE INCURRED.
- 2. Lessee agrees to lease the Leased Area from Lessor for the Lease Term and to pay the Room Rental Fee and all applicable fees and charges as follows: A minimum of the Current Room Rental Deposit is due at the time lease is signed. All remaining rental amounts, fees, including security, damage deposit and any other applicable fees and charges, is due sixty (60) days from date of event. Room rental deposit is non-refundable.
- 3. LESSEE agrees to indemnify, hold harmless and defend CENTER, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney fees and other reasonable costs associated by the Lessee's occupancy or use of the premises and/or activities conducted in connection with or incidental to this lease and arising out of or resulting from the intentional acts or negligence of LESSEE, its officers agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omission of LESSEE, its officers, agents, employees or visitors. Furthermore, LESSEE agrees to indemnify, hold harmless and defend CENTER from any claim asserted by parties attending events at CENTER for any type of illness resulting from such attendance, including but not limited to COVID-19.
- 4. LESSEE further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, employees, customers, and visitors, as well as their property, while on the premises. It is expressly understood and agreed that CENTER assumes no responsibility or liability for harm, injury or any damaging events which are directly or indirectly attributable to premises defects in improvements constructed by LESSEE which may now exist or which may hereafter arise upon the premises, any and all such defects being expressly waived by LESSEE. LESSEE understands and agrees indemnity provisions shall apply to any and all claims, sults, demands, and/or actions based upon or arising from any such premise defects or conditions. Indemnity includes but is not limited to any such claim asserted by or on behalf of LESSEE or any of its members, agents, employees, customers, or visitors. LESSEE further understands and agrees indemnity and exempts CENTER from all loss or damage arising from any unforeseen circumstances arising out of losses from natural causes and acts of war.

It is further agreed with respect to the above indemnity, that CENTER and LESSEE will provide prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the LESSEE, or CENTER shall have the right to compromise and defend the same to the extent of its own interests. Provided however, nothing in this lease shall be construed as obligating LESSEE to indemnify the CENTER for the negligence or actions of the CENTER, its agents, servants, or employees, or third parties over whom LESSEE has no right of control.

- 5. LESSEE shall comply with all laws, including but not limited to: the Federal Government; the State of Texas; all ordinances of the City of Corsicana; and all rules and regulations of the Police and Fire Departments or other municipal authorities of the City of Corsicana that have authority over the premises. LESSEE shall obtain and pay for all necessary permits, licenses, and taxes (when applicable) used in connection with events held herewith. LESSEE shall not permit anything to be done on the premises during the period of this rental agreement in violation of any such laws, ordinances, rule or regulations. If any violation occurs, LESSEE'S group must immediately cease and/or correct such violation or vacate the premises.
- 6. Liquor Liability: Alcohol vendor agrees to carry a minimum of one million dollars in liquor liability insurance and further agrees that all of its employees and agents performing services under this agreement shall at all times comply with all federal, state, and local laws pertaining to the sale, service or furnishing of alcoholic beverages.

Lessor reserves the right to terminate this contract without reason. A 30-day notice will be given to Lessee.

Any addendum shall have precedence over any conflicting provisions of this agreement. Fees are set by the I.O.O.F. Event Center and are subject to change. Lessee must accept acknowledgement of Facility Policies before contract can be signed. All deposits and any other payments will be forfeited if false information is provided by Lessee.

EVENT CENTER STAFF

DATE 5/84/2024

#### I.O.O.F. Event Center

Your Event Is Our Business

601 N. 45th Street Corsicana, Texas 751110 Phone 903-641-6607 Fax 903-641-6621

TO: Navarro County

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COMMENTS OR SPECIAL INSTRUCTIONS:

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UNIT PRICE TOTAL DESCRIPTION DATE \$1,462 6/28/22 Jury Selection June 28, 2022 Rental: Main Hall . SUBTOTAL \$1,462 SALES TAX CREDIT CARD FEE TOTAL DUE \$1,462

Make all checks payable to I.O.O.F. Event Center There is a 3% Credit Card Fee for all Credit/Debit Card Payments. If you have any questions concerning this invoice, contact Holly Martinez 903-641-6607 events@ioofeventcenter.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

INVOICE #003 DATE: MAY 10, 2022

## I.O.O.F. Event Center

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TO: Navarro County

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COMMENTS OR SPECIAL INSTRUCTIONS:

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COMMENTS OR SPECIAL INSTRUCTIONS:

DATEDESCRIPTIONUNIT PRICETOTAL9/27/22Jury Selection\$1,462September 27, 2022IndependenceIndependenceRental: Main HallIndependenceIndepende

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