

TERMS AND CONDITIONS

1. The basic rental rate and charges for other services are as may be established from time to time by Lessor, the City of Dayton, Texas. During the Lessee's use of the premises and facilities, Lessee and its guest shall protect and maintain the premises and facilities. Lessee shall be solely responsible for any damages or destruction to the premises resulting from Lessee's event of Lessee's use thereof.
2. Following Lessee's event, Lessee shall at Lessee's sole expense clean up the premises fully and restore the premises to the same condition which existed prior to the use by the Lessee. Should Lessee fail or refuse to properly or adequately clean or restore the premises to Lessor's sole satisfaction, Lessor may do so and charge the cost thereof to Lessee. The cost may be assessed against any deposit retained by Lessor or Lessor may compel Lessee to remit the balance on demand. The remainder of any deposit shall be refunded to Lessee within thirty (30) days after acceptance of the premises by Lessor.
3. Lessor retains the exclusive right to disapprove any event, performance, exhibition, or entertainment which, in the sole discretions of Lessor, may be offensive, inappropriate, unsafe, unsuitable, or indecorous, and Lessor retains the right to cancel this lease without advance notice in the event that Lessee's conduct or use of the premises is regarded in Lessor's sole discretion as offensive, inappropriate, unsafe, unsuitable, or indecorous. Lessor further retains the exclusive right to cancel this lease at any time without advance notice if Lessee's event performance, exhibition, or entertainment fails to substantially meet its advertising claims or violates event restrictions agreed upon by the parties.
4. Notwithstanding any term or condition herein contained, Lessor retains the absolute and unconditional right and authority to cancel and annul this lease, at Lessor's option, for any or no reason, and shall provide Lessee with advance notice thereof not less than twenty (20) days prior to the commencement of Lessee's event or intended use of the facilities. In the event that Lessor exercises this right, Lessee shall be entitled to a refund of any and all advance deposits and lease payments made prior to the cancellation of the lease. The return of sum previously paid shall be Lessee's sole and exclusive remedy for any cancellation.
5. Lessee shall not assign this contract or any part hereof, nor sublet the premises to any person without prior written consent of Lessor.
6. Lessee warrants and represents that it has had an opportunity to inspect and examine the premises and the conditions surrounding the use thereof and accepts the premises as is. Lessee assumes all risk of loss associated with the use thereof. Lessee further agrees, as a material term to provision of this agreement, that it shall not make or assert any demand or claim against Lessor for any and all losses, damages, injuries, costs or expenses of any kind or nature. Lessor assumes no responsibility for loss or theft.
7. Lessee covenants and agrees to defend, indemnify, and hold harmless Lessor, its agents, representatives and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses of any kind or nature whatsoever arising out of, resulting from, or which would not have occurred but for this agreement or Lessee's use of the premises, facilities or equipment of Lessor, including without limitation any and all costs of defense, made against or incurred or suffered by Lessor.

Lessee further agrees to release and acquit Lessor, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind or nature

whatsoever, including those enumerated herein above. Lessee shall keep and maintain policies of insurance adequate to fully cover and all losses, for liability and losses to person and property. Lessor may require such certificates of insurance or adequate proof thereof for certain events, which certificates or proof may be designated in an endorsement attached to this agreement and, if so, made a part hereof.

8. Lessee shall not permit more persons into the facility or premises than can sagely and freely move about, as determined by the Fire Marshal of the City of Dayton.
9. Lessee shall comply with all laws of the United States, the State of Texas, all ordinances of the City of Dayton, along with all rules, regulations and policies of the City of Dayton. Lessee shall not permit anything to be done on the premises during the period of this rental contract in violation of any such law's, ordinances, rules, regulations, or policies, and if the attention of Lessee is called to such violation, Lessee shall immediately cease or correct such violation and should it fail or refuse to do so, this lease shall be terminated and Lessor shall immediately remove Lessee from the premises. Lessor shall be entitled to any monetary damages for the violation from the Lessee.
10. The Facility shall schedule events on a first-come-first-served basis. Reservations for a date exceeding twelve (12) months in the future shall not be allowed.
11. The City reserves the right to cancel the usage of the facility if, in the sole discretion of the City, the facility is needed for municipal purposes. The City, upon cancellations, will return all deposits and will pay no other damages to the renter.