

FACILITY LEASE AGREEMENT

I. TERMS, DEFINITIONS AND CLAUSES

Date: \_\_\_\_\_

Lessor: McQueeney Hall, Ltd.

Lessor's Address: 2642 Country Ledge Drive  
New Braunfels, Texas 78132

Lessee: \_\_\_\_\_

Lessee's Address: \_\_\_\_\_  
\_\_\_\_\_

Lessee's Telephone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Recitals:

Lessor leases the McQueeney Hall building located at 9242 FM 725, McQueeney, Gaudalupe County, Texas (the "Property"). Lessor has agreed to lease such Property to Lessee on the terms and conditions set out herein. Lessee has inspected the Property and hereby accepts the Premises in its current "AS IS" "WHERE IS" condition, WITH ALL FAULTS.

RENT: \_\_\_\_\_

Rental Deposit:

A deposit equal to fifty (50%) percent of the total Rent is due upon execution of this Agreement. The balance will be paid to Lessor thirty (30) days prior to the scheduled Term of this Agreement, or upon execution if the Term is less than thirty days from the date of this Agreement. This deposit will be non-refundable and non-transferrable to Lessee. If, however, Lessor is able to relet the Property for the entire Term to other individuals, Lessor will remit fifty (50%) percent of the deposit under this Agreement to Lessee within sixty (60) days of the reletting of the Property.

Term:

The term is for the period beginning at 3:30 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, and ending at 2:00 a.m. the following morning on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the "Term"). All events on the premises must be concluded and all clean-up completed by 2:00 a.m., subject to early termination as provided herein.

Use:

The Premises are to be used and occupied solely as a location for parties, meetings, weddings, reunions and other similar social functions, and for no other purpose or use without the prior written consent of Lessor. In connection with its use of the Premises, Lessee shall comply and cause its employees, agents, customers and invitees to comply with all applicable laws and ordinances and rules and regulations of all governmental authorities. No commercial or for profit activities will be allowed without the prior written consent of Lessor.

- A. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Premises, or any portion of said Premises by the consent of the Lessee or by or with the consent of the Lessee's guest, invitees, employees or contract labor. Notwithstanding, Lessor reserves the right at all times, but not the obligation, to disorderly without liability to Lessee, Lessee's invites or guests. Lessor shall not be liable to Lessee, or to Lessee's agents, servants, employees, customers or invitees for any damage to persons or property caused by an act, omission or neglect of Lessee, its employees or agents. Lessee hereby agrees to indemnify and hold harmless Lessor or its agents, and successor from and against any losses, claims, damages, penalties, liabilities, response, cost and expenses (including all out-of-pocket litigation cost and the reasonable fees and expenses of counsel), arising from Lessee's use or occupation of the premises or from any act or negligence of Lessee, its agents, contractors, employees, licenses, or invitees in or about the Premises, unless caused by the willful act or gross neglect of Lessor.
- B. Lessee shall not circulate or cause to be circulated any advertisements, tickets, placard or other written or printed matter wherein Lessor's name or the Premises are mentioned or referred to without first having obtained the written consent and approval of Lessor.
- C. All events must have appropriate security consisting of one security guard for each one hundred people attending and event, one additional security guard for each additional one hundred people or part thereof, and such additional security guards as may be required by local laws or ordinances of the area referred to as downtown McQueeney, Texas or Lessor. Security guards must be affiliated with the Guadalupe County sheriffs office or other neighboring county sheriffs offices. Lessee shall work with Lessor to provide additional security and/or supervision on a per event basis if Lessor so requests.
- D. No open flames, pyrotechnics or smoke/fog of any kind shall be allowed on

the Premises. Candles must be protected by hurricane glass and all linen must be flame retardant.

E. No animals or pets, except seeing-eye dogs, are permitted in the building.

F. Smoking is prohibited inside the facility.

#### Alcohol Use: Policy for Alcohol Consumption of McQueeney Hall

Christian behavior requires both moderation and responsibility in the consumption of alcohol. McQueeney Hall hereby establishes the following policy:

A. Alcohol may be consumed on property in the facility scheduled for use at sanctioned functions.

B. Absolutely no minors are to bring in /or consume alcoholic beverages.

C. Uniformed security officer(s) are required at functions whenever alcoholic beverages are served.

D. Intoxication is not acceptable behavior at any function at McQueeney Hall. If intoxication should occur, the host must accept the responsibility for taking the appropriate action in dealing with the situation.

#### Set Up and Catering:

All Caterers used by Lessee during the Term must be approved by Lessor. No utensils, linens, sound equipment or other equipment will be provided under this Agreement.

Lessee intends to use the following Caterer:

Caterer Name: \_\_\_\_\_

#### Inspection and Review of Facilities:

Lessee will have a maximum of three (3) opportunities of not more than one (1) hour each, to meet with Lessee's caterer, band, florist, wedding or event coordinator, or other individuals at the Premises, prior to the scheduled event. Such meetings will be coordinated with Lessor at least twenty-four (24) hours prior to the scheduled meeting, and conducted between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday.

#### Clean-up; Clean up Fee:

On or before 2:00 a.m. of the scheduled event, Lessee shall repair any damage caused by Lessee, Lessee's guest, invitees and sublessees and shall thoroughly clean the Premises and remove all trash, debris, dirt and, other materials and substances in, on or about the Premises arising out of or related to Lessee's use of the Premises and deposit in the designated on-site disposal area. Trash receptacles in the facility must be utilized and provided by Lessee or Caterer. All cleaning supplies and instruments must be provided by Lessee or Caterer. All tables and chairs must be returned to their original location. If the Premises are not thoroughly cleaned and repaired as herein described, the Lessor

may, at the Lessor discretion, cause the Premises to be cleaned and/or repaired and shall charge all fees and expenses to Lessee. Such fees and expenses incurred by Lessor will be reimbursed to Lessor upon demand. Lessee will remit a clean up fee for the rebuffering, disposal of biological hazard, and polishing of the floors of the facility of \$ \_\_\_\_\_ upon execution of this Agreement.

All personal property remaining after the termination of this agreement will be deemed to be abandoned and disposed of by Lessor.

## II. ADDITIONAL LEASE CLAUSES AND COVENANTS

### A. Lessee agrees to--

1. Accept the premises in their present condition "as is", the premises be currently suitable for Lessee's intended use.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises.
3. Pay all extraordinary utility services associated with the use of the Property or additional equipment brought in by Lessee.
4. Allow Lessor to enter the premises to perform Lessor's obligations, inspect the premises, and gain access to the other improvements located on the premises.
5. Repair any damage to the premises caused by Lessee, Lessee's agents, Lessee's invitees or guest.
6. Indemnify, defend, and hold Lessor harmless from any loss, attorney's fees, expenses, or claims arising out of Lessee's use of the premises.
7. Vacate the premises at the end of the term of this lease or upon termination of this lease and return the Key to the facility to the designated individual or location. Lessee will incur the cost of re-keying the facility in the event Lessee fails to return the Key to Lessor or its appointed agent.

### B. Lessee agrees not to--

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.
2. (a) Create a nuisance, (b) permit any waste, or (c) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the improvements constructed by Lessee.
3. Alter the premises in any manner (other than table and chair arrangement), including causing nail holes in the walls; taping or causing any item to be hung from the wall without written consent of the Lessor.
4. Sublease the premises without the express written consent of Lessor.

### C. Lessor agrees to--

1. Lease to Lessee the premises for the terms herein provided.

### D. Lessor agrees not to--

1. Interfere with the Lessee's possession of the premises as long as Lessee is

not in default.

E. Lessor and Lessee agree to the following:

1. Condemnation/Substantial or Partial Taking. (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Lessor may, at Lessor's option, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable or return the rent to Lessee.

2. Default by Lessee/Lessor's Remedies. Lessor's remedies for Lessee's default are to (a) enforce specific performance or (b) terminate this lease by written notice and sue for damages; provided, however, Lessor must give Lessee a reasonable time to cure the default.

3. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law.

4. Holdover. No holding over by Lessee, whether with or without the consent of Lessor, will extend the term.

5. Alternative Dispute Resolution. Lessor and Lessee shall submit in good faith to mediation before filing a suit for damages.

6. Attorney's Fees. If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

7. Venue. Venue is in the count in which the premises are located.

8. Entire Agreement. This lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

9. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Lessor and Lessee.

10. Limitation of Warranties. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

11. Notices. Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Lessor or

Lessee at their addresses. Lessor may be contacted by telephone at \_\_\_\_\_ or \_\_\_\_\_ for additional assistance.

LESSOR:

LESSEE:

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name: