



8342 ALMEDA GENOA RD. HOUSTON, TEXAS 77075 ~ PH. 713 987-1804 ~ FAX 713 987-1806

This Special Event Lease Agreement ("Lease") is made and effective, by and between Colorado Hall, L.L.C. ("Landlord") and _____ ("Tenant"). Landlord desires to lease the special event hall known as Colorado Hall ("Leased Premises") and located at 8342 Almeda Genoa, Houston, Texas 77075 to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. *Term and Conditions.* Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord under the following terms and conditions to include those terms listed on the Banquet Event Order, if applicable, which is hereby incorporated as an addendum to the lease.

Date of Event: _____ **Number of Guests:** _____

Type of Event: _____ **Time of Event:** _____
(Beginning & Ending Time)

2. *Rental.* Tenant shall pay to Landlord for the use its premises on the above date the rental fee of \$_____. **Said payment must be made to Landlord two (2) weeks in advance of the event date.** Payment must be made to Landlord at 8342 Almeda Genoa, Houston, Texas 77075. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$300. Retainer fee shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. However, Landlord reserves the right to keep a portion or all of the tenant's security deposit to cover a tenant's extended use of the Facility beyond the agreed upon time as detailed in the lease agreement. Both payments described herein are material provisions of this Lease. **Failure to make either payment, in whole or in part, entitle Landlord to terminate this lease and retain any deposits or other sums paid by Tenant as liquidated damages.** Returned checks are subject to \$30.00 returned check fee. If the tenant fails to vacate the premises after its scheduled lease time has expired, the tenant will be billed a \$300.00 fee.

3. *Use.* Tenant may use the premises for the following purposes:
_____.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for any purpose for which a permit has not been obtained, any purpose which is inherently dangerous or ultrahazardous, any purpose which may cause insurance coverage on the hall to be canceled, and/or any purpose which may create any risk of harm to person or property.

4. *Damage and Destruction.* If the Leased Premises or any part thereof or any appurtenance thereto is damaged by any act or omission of Tenant or any of Tenant's invitees or licensees, Tenant shall be wholly responsible for the repairs of such damage. The cost for such damage may be withheld from the Security Deposit or may be recovered by Landlord through any legally available means. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, inoperable or unfit for occupancy or use, in whole or in part.

5. *Building Policies and Regulations.* Tenant will comply with the policies and regulations of the Building adopted by Landlord. The policies and regulations for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

6. *Indemnity.* Tenant shall be liable and shall defend, protect, indemnify and hold harmless Landlord from and against any loss, cost, claim, suit, judgment, award, or damage (including reasonable attorney's fees), arising in any way from Tenant's use or operation of the Premises. Tenant shall be liable in case of illness, injury, or death to Tenant, its employees, agents, invitees, licensees, and any other person who enters onto the Premises with the explicit or implicit approval of Tenant. Said approval may be inferred from the circumstances surrounding said entrance and need not be in any particular form or emanate from Tenant's agents. This provision shall apply in full force whether such loss, cost, claim, judgment, award and/or damage arises from Tenant's negligence (whether sole, joint, concurrent, or gross negligence), or any other theory of legal liability, including strict liability. Additionally, this provision shall apply whether such loss, cost, claim, judgment, award and/or damage arises from Landlord's negligence (whether sole, joint, or concurrent), or any other theory of legal liability, including strict liability.

7. *Default.* If default shall at any time be made by Tenant in any of the provisions listed herein, Landlord may declare the term of this Lease ended and terminated by giving Tenant notice of such intention. If possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

8. *Event Security.* Landlord will arrange for security officers (HPD) for events. The security cost for each event is \$250, unless otherwise specified by HPD due to Holidays. This fee is payable directly to Colorado Hall two weeks prior to the event unless otherwise arranged.

9. *Rescheduling/Cancellation of Event.* Notice of cancellation of an event must be delivered to Landlord in writing. In the event of cancellation, Landlord is under no duty or obligation to refund the rent paid or any other amounts paid or to re-rent the facility. Should the facility be re-rented, only those rental fees recovered will be returned. Notice of rescheduling must be delivered to Landlord in writing. Rescheduling must be done no less than ninety (90) days from the original date.

10. *Waiver.* No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission



to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

11. *Compliance with Law.* Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

12. *Final Agreement.* This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year written below.

LANDLORD

Colorado Hall, L.L.C.
8342 Almeda Genoa
Houston, Texas 77075

BY: _____ Date: _____

Title: **Manager**

Name: _____

TENANT

BY: _____ Date: _____

Address: _____

Phone Number:

MARQUEE INFORMATION: (Please print legibly)

Policies and Regulations
Exhibit "A"

- All events will end promptly by 12:00AM. At 11:45 PM, lights will be turned on and guest will have 15 minutes to vacate the property. Over usage of the hall will be charged a \$300.00 fee. An extension of the party is not an option. _____ Initials
- An excess of 300 guests will be asked to leave by Management and/or HPD. Colorado Hall reserves the right to end any event that has an excess of 300 guests. _____ Initials
- Smoking inside any part of the Leased Premises is not permitted. (Smoking is permitted in designated outside areas). _____ Initials
- All beer kegs and ice chest must be kept in kitchen. No ice chest and/or beer kegs will be tolerated in the hall. _____ Initials
- Any fighting on Colorado Hall premises, including but not limited to, hall and parking lot, will immediately end the event by HPD and Colorado Hall Management. _____ Initials
- At all times, only Management is to maintain lights and air conditioning controls. _____ Initials
- Under no circumstance are guest to wander behind or on the side of the premises. Back doors are not to be left open to allow guest to wander behind the hall. This area is private property and patrons will be escorted off the premises by HPD. _____ Initials
- Under no circumstance is any cooking of food to be done on the premises. All food is to be prepared prior to event. Usage of kitchen for purposes of cooking and/or preparing food, such as cutting of meat, will be charged a fee of \$200.00 _____ Initials
- Tenants must supply their own electrical extension cords. For safety purposes, all extension cords must be taped down to the floor. Extension cords are not allowed to run across the dance floor. Extension cords are not allowed to run across the floors. All extension cords are to run against premises walls secured to the floor with tape. _____ Initials
- All event organizers must observe these policies and regulations. The following are some of the event policies that are in place. Event organizers, upon signing their contracts, will be considered to have



agreed to observe all policies and regulations. Colorado Hall has the right to end any event that does not observe these policies and regulations. Colorado Hall has the right to forfeit deposit for any event that does not observe these policies and regulation. _____ Initials

- Any practicing prior events must be done within the hours of 8:00 A.M. to 5:00 P.M. Monday thru Thursday only. No evening or weekend practices will be available. This will be done on a last minute basis due to the fact that Colorado Hall holds events Monday thru Friday. All Colorado Hall events have precedence to scheduled practices. In event that you have scheduled a practice and an event is scheduled, you must cancel your practice. If you are not able to schedule a practice prior to event, you will be able to enter the premises at 10:00 A.M. on the day of the event.
_____ Initials

Policies and Regulations

- Event producers are responsible for excessive trash clean up and cleaning of tables. Colorado Hall provides a “normal” daily cleaning. Colorado Hall reserves the right to charge a clean-up fee for trash clean up. Waiters are not part of the rental; therefore, the event producers must maintain the hall during the event. _____ Initials
- Fire codes must be adhered to at all times.
- Unless an emergency is taking place, the only doors that are to be utilized are the front entrance and the side double glass doors. All doors will remain unlocked at all times.
- Colorado Hall personnel are not responsible for decorating Leased Premises or any other area for Tenant. Management must approve any equipment rented from outside Colorado Hall for any purpose. Tenants may come in the hall at 10:00 A.M. on the day of the event to begin decorating for the event, which includes moving of tables and/or chairs.
- All security required for events must be arranged and scheduled through Colorado Hall. Colorado Hall management and HPD will determine number of security officers needed. Parties of 300 guests will automatically need a third police officer at expense of client.
- Colorado Hall does not provide for sale during event; soda, ice and set-ups for client. Client is to provide outside soda and/or ice, which is to be brought in facility during event. Clients are not allowed to sell such items during the event.
- Sponsors, event planners, and all other parties associated with the event may arrive three (3) hours prior to the scheduled event time unless otherwise arranged.
- Colorado Hall, due to liability, cannot accept parcel or any other drop-offs prior to any event. Patrons must be available to accept deliveries during the hours of 10:00 a.m. to 4:00 p.m. on the day of the event for evening events, or on the prior day’s afternoon for daytime events. Unless otherwise agreed upon.
- Colorado Hall, due to liability, cannot permanently store any materials, decorations, signs, etc. for Tenant.
- Colorado Hall reserves the right to tow at owner’s expense automobiles parked illegally in any fire zone.
- Decorations and signage in main hall limited to materials that will not damage walls, ceilings, floors or any appurtenance thereto in any way.



Colorado Hall. Com
Receptions and Special Events

- Colorado Hall reserves the right to approve any third-party contractor or vendor chosen by Tenant. All indemnity provisions of this Contract apply to such contractor and/or vendor.
- No nails or screws may be placed into Colorado Hall walls for any reason to prevent damage.
- No decorating or other materials may be hung from fire sprinklers. This is a fire code violation.
- No Colorado Hall signage/sponsorship signage may be covered for any reason.
- No advertising on outside of building or on grounds unless approved by Colorado Hall management.
- Tenant must provide to Colorado Hall the name of event contact person to be responsible for policies and regulations being adhered to at all times. Event contact person must stay until end of event.
- No animals of any kind are permitted anywhere on the Leased Premises.
- If the leased premises or portion thereof, or any furniture, fixtures, or equipment located in the leased premises and made available for Tenant's use is damaged during term of the lease, Tenant will pay to Colorado Hall upon demand such sum necessary to restore to undamaged condition.
- Any violations of these policies, or others set by management, must be immediately corrected upon discovery by Colorado Hall.
- Lessee will adhere to any and all other policies and regulations named in the contract or set by management in an effort to protect the building, property, and patrons from harm.
- Glass bottles, such as beer or wine coolers are not permitted inside Colorado Hall during events.
- Candles are not permitted inside unless they are within water or protected securely in a glass container made specifically for lighted candles.
- Colorado Hall is not responsible for articles left or lost on the Leased Premises or in automobiles before, during, or after the event.

Please indicate your understanding and acceptance of the above terms by signing in the space provided below.

Tenant _____

Date _____