

14 PEWS
RENTAL AGREEMENT
SHOWS & EVENTS (NOT WEDDINGS)

This agreement is made between the undersigned _____ [referred to herein as “Lessee”] and 14 Pews, a non-profit 501(c)3 [referred to as “Lessor”].

1. PREMISES LEASED:

For and in consideration of the rents, terms, covenants, and conditions herein contained, Lessor hereby leases and rents to Lessee, and Lessee hereby leases and takes from Lessor, for the specific lease term, for a social event, that portion of the certain real property located at 800 Aurora Street, situated in the City of Houston, Country of Harris, State of Texas, wherein Lessee shall not permit or undertake unlawful activity.

2. TERM:

This lease shall be for a _____ hour period beginning on _____ at _____ A./P. M. and ending on _____ at _____ A./P. M.

**** No bands are allowed to play after 11PM on weekends and after 10PM on weekdays.

There is a Noise Ordinance in the Heights and we wish to respect it with all events at 14 Pews.

3. RENTAL RATES:

Security Deposit of \$200 is due the day we reserve your event **by check made out to 14 Pews**. Lessee must **pay in full 60 days before your event**. Lessee will receive security deposit back within 7 days of the event, unless Lessee goes overtime, meaning Lessee’s event is longer than Lessee predicted. Our rates are \$500 for 3 hours, every EXTRA hour is an additional \$125, and every EXTRA 30 minutes is \$65. Lessee’s rental time includes Lessee’s set-up time and clean up. What does set-up time mean? It means the time you arrive to set-up at 800 Aurora Street. We also rent out the BACKYARD without the church for \$350 for 2 hours, with the church it’s a discounted rate of \$150. If your event falls within our mission statement and you want us to market it - there is a \$150 charge. If **you** want to move the pews = \$50 charge. If you want us to take the art off the walls = \$100 charge. Renting the kitchen/living room = \$300 charge. If

Lessee cancels an event with 60 days notice they will be fully reimbursed. If Lessee cancels an event with 45 days notice they lose their \$200 security deposit. If Lessee cancels with 30 days notice they lose security deposit and percentage of rental. If Lessee cancels with 15 days notice they lose security deposit and entire rental fee.

- a. Lessee agrees to pay Lessor \$ _____ for _____ hours.
- b. Lessee agrees to pay Lessor \$ _____ for **BACK YARD**.
- c. Lessee agrees to pay Lessor \$ _____ for **LIVING ROOM/KITCHEN**.
- d. Lessee shall pay Lessor the sum of **\$200**, representing a security deposit with the signing and execution of this rental agreement, which will be returned within 7 business days unless you go over on your time.
- e. Lessee agrees to pay Lessor \$ _____ for **MARKETING THE EVENT**.
- f. Lessee agrees to pay Lessor \$ _____ for **SETTING UP THE EVENT**.
- g. Lessee agrees to pay Lessor \$ _____ for **US TAKING DOWN OUR ART**.
- h. Lessee agrees to pay Lessor \$ _____ for **YOU MOVING PEWS**.
- i. Lessee shall pay Lessor the following sums for rentals:
\$ _____ **remainder** on or before _____.
TOTAL RENTAL PRICE \$ _____.

4. CONDITION OF PREMISES:

Lessee agrees to and does hereby accept the premises leased “AS-IS,” in the condition existing at the date this rental agreement was executed, and waives any and all defects therein, if any, whether known or unknown. Lessor shall not be required to make any improvements, alterations, or repairs of any kind on the property.

5. MAINTENANCE AND USE:

Lessee shall take good care of the premises and shall keep Lessor’s permanent improvements, building, equipment and personal property on the premises in good condition and repair and shall not allow Lessor’s property to be damaged, deteriorate, or come to waste. Lessee shall use the premises in a legal, careful, safe, and proper manner. Trash and rubbish shall not be allowed to accumulate about the premises. All property brought upon the premises by Lessee shall be at the

Lessee's sole risk and shall be removed by the Lessee, at Lessee's cost, at the expiration of this lease.

6. SURRENDER OF PREMISES:

At the expiration of this agreement, Lessee shall return and surrender possession of the premises to Lessor in good order and condition, save and except for reasonable use and wear thereof.

7. DEFAULT:

If the default be made by the Lessee in any of the terms, covenants, or conditions contained herein, then, at the option of the Lessor, this lease shall forthwith terminate.

8. INDEMNITY:

Lessee agrees to INDEMNIFY AND HOLD HARMLESS Lessor, his agents, spouse, heirs, employees, agents, representatives, assigns and all persons in privity with Lessor, from and against all claims, judgments, penalties, fines, damages and liability of whatsoever nature for death or injuries to persons or damage to property, arising from, related to, or resulting from Lessee's rental, occupancy, and/or use of the leased premises, and, the negligent or intentional acts or omissions of Lessee, its agents, heirs, invitees, licenses, employees, agents, representatives, and assigns; and Lessee further agrees to INDEMNIFY AND HOLD HARMLESS Lessor, his agents, spouse, heirs, employees, agents, representatives, assigns, and all persons in privity with Lessor, from and against all claims, judgments, penalties, fines, or damages assessed as a result of Lessee's negligence, rental, occupancy and/or use of the premises.

9. COMPLIANCE WITH LAWS AND REGULATIONS:

Lessee shall at its sole cost, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises, and shall at all times keep the premises in compliance with legal requirements. Lessee shall, at its sole cost procure any permits and licenses required for Lessee's use of the premises. Lessee, shall, at its sole cost, use and operate the premises at all times during the term hereof, under and in strict compliance with all federal laws of the State of Texas and their agencies. Lessee shall be solely responsible for the cost of any fees associated with, and/or the cost of modifications or alterations necessary

for, compliance with the foregoing matters. Lessee shall not permit or cause any hazardous materials to be brought or stored upon premises.

10. RIGHT OF ENTRY:

Lessor and its agents shall have the right to enter and may remain upon the premises at all times.

11. DISPUTES:

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

12. SUCCESSORS AND ASSIGNS:

This rental agreement shall be binding on the respective agents, spouses, heirs, employees, representatives, and assigns of the parties.

13. ENTIRE AGREEMENT:

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Any further agreement or modification regarding this agreement shall only be binding if in writing and signed by all parties.

14. GOVERNING LAW:

This lease will be governed by and construed in accordance with the laws of the state of Texas in the appropriate courts of Harris County.

15. COUNTERPARTS:

This lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

16. SEVERABILITY:

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

17. MISCELLANEOUS:

Lessee acknowledges that the making, execution, and delivery of this rental agreement has not been induced by any representations, statements, warranties or agreement of the Lessor other than those herein expressed.

SIGNED this _____ day of _____, 20_____.

LESSEE:

Name: _____

on behalf of _____

TDL# _____

Phone Number: _____

Address: _____

Tax ID# _____

LESSOR:

Cressandra Thibodeaux, Executive Director of 14 Pews

on behalf of 14 Pews

800 Aurora Street

Houston, TX 77009

EIN# 80 - 0657650

Please scan this document and email it to info@14pews.com