



Brownwood Independent School District

GORDON WOOD STADIUM LEASE TERMS & CONDITIONS

The following is list of terms and conditions for the leasing of the BISD Gordon Wood Stadium. The lessee agrees with and will abide by all items listed below before being allowed to use the field.

1. **Lessee.** The lessee is named individual or organization listed on the 'Rental Request Form'.
2. **Premises.** Lessor agrees to lease to the Lessee the BISD Gordon Wood Stadium (the "Stadium") pursuant to the terms and conditions.
3. **Purpose.** Lessee represents that the Stadium is being rented for the purpose listed on the 'Rental Request Form' and for no other purpose without prior written consent by Lessor.
4. **Term.** The term of this Lease shall commence at the setup time and continue until the event end time as listed on the 'Rental Request Form' for the date(s) requested.
5. **Rent.** Lessee agrees to pay Lessor the rental cost of the Stadium pursuant to the terms of this Lease and as selected in the Rental Request. Lessee shall pay the rent to Lessor in advance not less than **five (5) business days** before the event.
6. **In case of inclement weather.** If the weather is not suitable for the agreed upon usage, the lessee will contact Mitch Moore (325-201-0610). It will be Mr. Moore's discretion if the event is to be cancelled or rescheduled. If cancelled, Brownwood ISD will refund the prepayment or partial payment (partial usage) by check.
7. **Copyright.** Lessee shall be solely responsible for obtaining necessary permission to use and incorporate any material covered by a copyright in any performance or

use of the Stadium, if applicable. Lessee shall indemnify, defend and hold Lessor harmless from any claim or cause of action which may arise from the use of materials subject to a copyright.

8. Concessions; Sales. Concessions will only be operated by BISD Band Booster Members. Alcoholic beverages shall not be sold at the Stadium.

9. Insurance.

A. Comprehensive General Liability Insurance. Lessee, shall, at its sole cost and expense, obtain and maintain in force for the benefit of Lessor and Lessee comprehensive general liability insurance in an amount of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence or property damage arising out of any one occurrence. Such policy of insurance shall be written by an insurance company authorized to do business in the State of Texas. A certificate of insurance shall be delivered to Lessor on or before the commencement date of this Lease. Each certificate shall contain (i) a statement of coverage provided by the policy, (ii) the listing showing Lessor as an additional insured, (iii) and a statement that the premium on the policy has been paid in advance.

B. Insurance Coverage on Lessee's Equipment and Property. Lessee shall also obtain and maintain insurance covering any of Lessee's equipment or property brought onto the Stadium pursuant to the terms of this Lease. Lessee shall be solely liable and responsible for any loss or damage to its own equipment. The Lessor shall not have any liability or responsibility for such loss or damage and Lessee shall look solely to its own insurance coverage for any equipment damaged or lost.

10. Indemnification. Lessee hereby indemnifies and agrees to hold Lessor harmless from any and all claims, actions, demands, liability or expense in connection with any loss of life, personal injury or damage to property, and from any penalty, damage or occupancy in, upon or at the Stadium, or from or out of the use or occupancy by Lessee and any agent or concessionaire of Lessee or from or out of any breach of this Lease by, or any act or omission of Lessee, its agents, employees, contractor and concessionaires. In the event Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee arising from Lessee's use of the Stadium, Lessee shall protect and hold Lessor harmless and pay all costs and expenses incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs and expenses that may be incurred or paid by Lessor in enforcing the terms and covenants set forth in this Lease. Costs and expenses which Lessee shall be responsible to Lessor for shall include the Lessor's reasonable attorney's fees and other reasonable expenses incurred by Lessor in enforcing any provisions of this Lease or defending itself against any claim arising hereunder.

- 11. Damage to Stadium and Equipment.** Lessee shall be liable and shall reimburse Lessor for the reasonable cost of repair, replacement or reconstruction for any damage to the Stadium or any equipment of Lessor used by or located at the Stadium during the term of this Lease whether caused by Lessee, its agents, employees, concessionaires and representatives or whether caused by any guest or invitees of Lessee at the Stadium. Lessee shall be solely responsible for all such loss or damage to the Stadium and the equipment located thereon during the term of this Lease.
- 12. Risk of Loss or Injury.** Lessee shall bear all risk of loss or injury to persons who may attend any event, performance or activity at the Stadium during the term of this Lease. Lessee agrees that Lessor shall have no liability or responsibility therefore. Lessee acknowledges that Lessor has governmental immunity from such claims under the laws of the State of Texas and, by entering into this Lease; Lessor does not waive or relinquish its right to governmental immunity or other immunity granted or arising under the law of the State of Texas.
- 13. Inspection by Lessee.** Lessee agrees that entry onto the premises of the Stadium and use of the Stadium by the Lessee and any guests invited by the Lessee to enter and use the Stadium constitutes an acknowledgment that the Stadium premises have been inspected and carefully considered by the Lessee and that the Lessee finds and accepts them as being safe and reasonably suited for use by the Lessee. Lessee releases, waives, and covenants not to Lessor and waives, releases from all liability and agrees to indemnify Lessor for any claims or demands for money or anything else on account of any type of injury or loss, whether caused by negligence or otherwise, while the Lessee or the persons invited to the Stadium by Lessee are using the Stadium. The Lessee hereby assumes full responsibility for any risk of bodily injury, loss, damages or expenses to the Lessee or any person or minor invited to the Stadium while in, about, upon or using the Stadium premises. The Lessee understands that this release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted under the law of the State of Texas. The Lessee has read and voluntarily signs the release, waiver of liability and indemnity agreement and agrees that no oral representations, statements or inducements have been made by the Lessor apart from this Agreement and that any changes to this Agreement must be in writing and signed by both parties.
- 14. Compliance with Law, Regulations and Ordinances.** Lessee shall, at all times during the term of this Lease comply with all laws, regulations and ordinances pertaining to the operation and conduct of activities at the Stadium, or the performance and activities engaged in by Lessee at the Stadium pursuant to the terms of this Lease. Lessee shall be solely responsible for ascertaining and determining which laws, regulations and ordinances are applicable in complying with all such laws, regulations and ordinances. Lessor shall have no liability or responsibility to advise or instruct Lessee on applicable law, regulations and ordinances.

15. Miscellaneous Operational Requirements.

- A. Advertisements.** All posted advertisements on or at the Stadium regarding the activity or performance subject to this Lease must be submitted to Lessor for prior approval before posting.
- B. Taxes; Licenses.** Lessee shall be solely responsible for all applicable taxes on tickets sold for admission and items or refreshments sold, and any required license fees.
- C. Vehicles and Heavy Equipment Prohibited.** Vehicles and heavy equipment such as forklifts are not allowed to cross the football field.
- D. Contact Person.** The contact persons for the Lessor and Lessee shall be as follows:

Lessor:

Brownwood ISD
2707 Southside Drive
Brownwood, Texas 76801
Phone: 325-643-5644
Attn: Mitch Moore

Lessee:

Named individual or organization
listed on the 'Rental Request Form'

16. Default by Lessee. In the event Lessee shall default or fail to perform or comply with any term, condition or covenant of this Lease, Lessor shall have the right to immediately exercise any and all remedies allowed by law, including, without limitation, the right to terminate this Lease and recover from Lessee all costs and expense to which Lessor may be entitled including the rent due under this Lease. In the event the default occurs prior to commencement of the Lease, Lessor shall give Lessee written notice thereof and a reasonable opportunity to cure the default. If the default occurs during the term of the Lease or while an activity or performance is being conducted by the Lessee at the Stadium, the Lessor shall have the right to enforce the terms of this Lease either during or after completion of the performance or activity.

17. Termination Without Cause by Lessor. In the event Lessor shall determine that the performance or activity proposed by Lessee shall not be in conformance or compliance with the terms of this Lease or with activities authorized at the Stadium, or in the event the Lessor shall require the use of the Stadium for any school related activity due to a scheduling issue or conflict, Lessor shall have the right to terminate this Lease without liability so long as such termination is more than 5 days prior to the date of the activity or performance. In the event that the Lease is terminated without cause by Lessor, Lessor shall refund to Lessee all amounts constituting the prepayment for the day's scheduled activity.

18. Miscellaneous.

- A. Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings whether written or oral.
- B. Governing Law.** This Lease shall be governed by and construed under the laws of the State of Texas.
- C. Notices.** All notices authorized or required to be given pursuant to the terms of this Lease shall be given by certified or registered mail, addressed to the proper party, postage prepaid, by hand delivery, or by facsimile to the parties at the following addresses:

Lessor:

Brownwood ISD
2707 Southside Drive
Brownwood, Texas 76801
Phone: 325-646-0881

Lessee:

Named individual or organization
listed on the 'Rental Request Form'

Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of any subsequent breach or enforceability of the same covenant, term or condition.

- D. Force Majeure.** Neither Lessor nor Lessee shall be required to perform any term, condition or covenant of this Lease so long as such performance is delayed or permitted by force majeure, which means acts of God, strike, lockout, labor restrictions by any government authority, civil riot, flood or other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.
- E. Amendment.** This Lease may not be amended except in writing, dated subsequent to the date hereof and executed by the parties hereto. **Any questions or changes must be approved in writing by the Facilities Coordinator (Mr. Moore at 325-643-5644).**
- F. Assignment and Subletting Prohibited.** Lessee may not assign or sublet all or any interest in this Lease without prior written consent of Lessor. Any attempted or purported subletting or assignment shall constitute a default of this Lease and shall render this Lease void.
- G. Counterparts.** This Lease is being executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Organization Name

Brownwood ISD

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: _____

Mitch Moore

Title: _____

Assistant Superintendent

Date: _____

Date: _____