

DIOCESE OF AMARILLO



GUIDELINES

for

SPECIAL EVENTS

COVERAGE

Please note: When the word “parish” is used, it includes the parish, school, and/or other church institution.

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism, which allows the Diocese of Amarillo to extend liability coverage to an individual or organization using parish facilities for a non-parish sponsored event. For a cost of **\$100 per event**, \$1,000,000 in liability coverage per event, is extended to a non-parish sponsored facility user (lessee).

WHEN SHOULD SPECIAL EVENTS COVERAGE BE UTILIZED?

Special Events Coverage can be used when a parish is allowing an individual or organization to use its facilities for a non-parish sponsored activity. When determining whether or not an activity is parish sponsored, the following questions are helpful.

1. Does the parish have full control or final decision making authority over the function?
2. Do fees associated with the function flow through parish accounts?
3. If applicable, is the function open to all parish members?
4. Is the purpose of the function to facilitate learning, raise funds for the parish or to provide a social service on behalf of the parish?
5. Is the organizer or leader of the function a parish employee or volunteer?

Generally, if the answer to any of the above questions is “no”, the activity is not parish sponsored, meaning the facility user needs to provide liability insurance which names your parish and the Diocese of Amarillo as “additional insured.”

NON-PARISH SPONSORED OPTIONS:

When it is determined that an activity is non-parish sponsored, there are two options.

OPTION I

The Facility Usage/Indemnity Agreement pg 7 may be completed by the organization using parish facilities. This agreement requires a CERTIFICATE OF COVERAGE verifying lessee’s general liability insurance of not less than \$1,000,000 per occurrence. The certificate must name Parish and the Diocese of Amarillo as “additional insured.” The original certificate must be delivered to the Parish office prior to the event or when the Parish office requests the CERTIFICATE OF COVERAGE.

OPTION II

Lessee purchase event coverage for \$100.00

Location's Special Event Coordinator Responsibilities

- Determine if there is a conflict in scheduling event.
- Request host to complete Special Event Application and Payment form pg 8-14 and location's rental agreement (sample pg 15).
- Quote, buy on-line, and issue the paperwork to the host.

Diocesan guidelines must be followed. This includes the mandatory insurance and alcohol rules. All of these guides are intended to provide a safe and fun event for all parties involved.

WHO IS ELIGIBLE FOR SPECIAL EVENT COVERAGE?

Special Events Coverage is designed for dioceses and parishes and can be extended to individuals and/or organizations (either profit or non-profit). Many individuals need this coverage for events such as private wedding receptions or family reunions. Non-profit organizations such as a charity organization may need the coverage for a pancake breakfast. A profit organization such as a local business may need the coverage for an employee Christmas party held on parish properties.

WHAT IS COVERED BY SPECIAL EVENTS COVERAGE?

Below is a brief explanation of what is covered by Special Events Coverage along with some items that are excluded. Please note that the actual coverage form must be examined for an exhaustive explanation of what is covered and excluded.

- Most non-parish sponsored activities are covered by Special Events Coverage. Common examples are wedding receptions, family reunions, anniversary parties, awards banquets and fund raisers.
- \$1,000,000 general liability coverage per event
- **Host Liquor Liability** coverage is included. Current diocesan policy only allows hosts to serve beer and/or wine on diocesan properties.
- There is **no** Liquor Liability if the beer and/or wine are **sold** at the event. If beer and/or wine are going to be **sold**, the host must have a current TEXAS LIQUOR LICENSE and a minimum of \$1,000,000 Liquor Liability.
- Please see list of events pg 4 covered by Special Event Coverage.
- **“Some” types of events not covered by SPECIAL EVENTS COVERAGE are:**
 - Any event where alcoholic beverages are being sold
 - Any event lasting longer than 72 hours
 - Fireworks
 - Events involving more than 1,000 people
 - Events where admission is charged unless all proceeds go to charity
 - Events involving amusement devices or trampolines
 - Carnivals and/or haunted houses
 - Any event organized or run by a professional promoter
 - Sporting events including camps and tournaments
 - Events involving pool or lake activities
 - Events involving recreational vehicles
 - Events involving air craft/hot air balloons, snowmobiles, animals, and/or rodeos

Please select the type of event to be insured through K&K Insurance.

Eligible Events

<input type="radio"/> Anniversary party	<input type="radio"/> Cook-Off	<input type="radio"/> Play
<input type="radio"/> Auction	<input type="radio"/> Corn Hole	<input type="radio"/> Poker
<input type="radio"/> Awards banquet	<input type="radio"/> Dance	<input type="radio"/> Prom
<input type="radio"/> Awards presentation	<input type="radio"/> Debutante ball	<input type="radio"/> Quinceanera
<input type="radio"/> Baby shower	<input type="radio"/> Demonstration	<input type="radio"/> Raffle
<input type="radio"/> Bake sale	<input type="radio"/> Dinner	<input type="radio"/> Recital
<input type="radio"/> Ball (Dance)	<input type="radio"/> Dinner Theater	<input type="radio"/> Rehearsal Dinner
<input type="radio"/> Ballet	<input type="radio"/> Drawing	<input type="radio"/> Religious Assembly
<input type="radio"/> Band Concert	<input type="radio"/> Engagement party	<input type="radio"/> Retirement party
<input type="radio"/> Banquet	<input type="radio"/> Exposition	<input type="radio"/> Reunion
<input type="radio"/> Baptism	<input type="radio"/> Family gathering	<input type="radio"/> Rummage Sale
<input type="radio"/> Bazaar	<input type="radio"/> Festival	<input type="radio"/> School Band/Drill Competition
<input type="radio"/> Beauty Pageant	<input type="radio"/> First Holy Communion	<input type="radio"/> Scrapbooking
<input type="radio"/> Benefit	<input type="radio"/> Food Concessions	<input type="radio"/> Seminar
<input type="radio"/> Bingo	<input type="radio"/> Funeral Service	<input type="radio"/> Show (Antique, Art, Automobiles, Boat, Craft, Dance, Fashion, Fishing, Flower, Garden, Holiday, Home, Quilt, Stage Performance, Talent)
<input type="radio"/> Birthday party	<input type="radio"/> Garage Sale	<input type="radio"/> Sidewalk Sale
<input type="radio"/> Book Sale	<input type="radio"/> Graduation	<input type="radio"/> Social Reception
<input type="radio"/> Breakfast	<input type="radio"/> Graduation party	<input type="radio"/> Speaking Engagement
<input type="radio"/> Bridal Show	<input type="radio"/> Holiday Party	<input type="radio"/> Tea Party
<input type="radio"/> Bridal Shower	<input type="radio"/> Instructional Class	<input type="radio"/> Telethon
<input type="radio"/> Bunco	<input type="radio"/> Job Fair	<input type="radio"/> Trade Show
<input type="radio"/> Business Meeting	<input type="radio"/> Lecture	<input type="radio"/> Trivia Night
<input type="radio"/> Carnival (no amusement devices)	<input type="radio"/> Luncheon	<input type="radio"/> Voter Registration
<input type="radio"/> Casino Game	<input type="radio"/> Meeting	<input type="radio"/> Wake
<input type="radio"/> Choir Concert	<input type="radio"/> Memorial service	<input type="radio"/> Wedding
<input type="radio"/> Christening	<input type="radio"/> Musical Concert	<input type="radio"/> Wedding reception
<input type="radio"/> Concert (Bluegrass, Classical, Country and Western. Pop Rock)	<input type="radio"/> Open House	<input type="radio"/> Wine Tasting
<input type="radio"/> Conference	<input type="radio"/> Opera	<input type="radio"/> Workshop
<input type="radio"/> Confirmation	<input type="radio"/> Pageant	
<input type="radio"/> Convention	<input type="radio"/> Picnics w/out Pool or Lake	

Alcoholic Beverages

Conditions and terms for alcoholic beverages

Whenever alcohol is either sold, served or given away at an event, rule of thumb is to call your local Texas Alcoholic Beverage Commission field office or better yet go to the office to determine if you need a permit. The TABC will educate you and walk you through the process if you need to purchase a permit/license.

Please don't assume you or host can sell, serve or give alcohol with or without a permit. The TABC can shut the location down as well as fine you if you are out of compliance.

In addition to the TABC, the Diocesan policy helps regulate the sell and/or the consumption of alcohol as well as each location has their own policy to follow. 5-9 in the policy references alcohol at parish or non-parish events. Please familiarize yourselves with the policy as it is an extension to the TABC laws which is in place to protect you and the Diocese.

- No alcoholic beverage(s) may be **sold** at any event (*parish or non-parish sponsored*) unless the sponsor has a current **Texas Liquor License** and proof of **Liquor Liability Insurance** before the event begins.
- When an event is being held (such as a Valentine's dinner/dance or Marti Gras party, etc.) where the guests pay a fee for the event the sponsor (parish/school/individual, etc.) must have a current **Texas Liquor License** for that event.
- **No** "BYOB" (*Bring Your Own Bottle*) Events can be held on diocesan property. The sponsor must have some control over the consumption of any type of alcoholic beverage being consumed at the event.
- Notwithstanding anything to the contrary, as per diocesan policy: **ONLY BEER AND/OR WINE** may be served by a sponsoring organization or individual. If beer and/or wine are being served at the event, the sponsor must provide *proof of host liquor liability insurance* naming the parish/school and the **DIocese OF AMARILLO** as additional insured.
- If an event is being sponsored by the diocese, parish/school, or another diocesan institution, beer, wine, *and/or liquor* may be served. At these types of events, the parish/school or diocesan institution has the responsibility to appoint bartenders and monitors. They may be volunteers or members of the parish/school. The bartenders shall control the alcoholic beverages being dispensed and consumed. All bartenders must be instructed to refuse to serve alcoholic beverages to any person they believe has consumed enough liquor to become intoxicated. Monitors should watch the guests: Be sure no one leaves the event drunk; and then tries to operate a motor vehicle. Call a cab or assign someone to drive them home instead.
- No one under the age of 21 may consume any type of alcoholic beverage on parish/school property. As per Texas law, no one under the age of 21 can be served any type of alcoholic beverage.

Lastly, below is the process to follow to determine if you need to apply for permit/license.

- Check to see if you are in a wet or dry county or precinct by either calling your local office or you may go online and view a map of wet, dry or partly wet counties in Texas - [map of wet, dry or partly wet counties in Texas](#) as of December 2011.
- Call your TABC office for questions and answers to determine if you need a permit.
Amarillo Office
3131 Bell Suite 106 Amarillo TX 79106
Ph (806) 353-1286 Fax (806) 353-1287
Locate your local
office http://www.tabc.state.tx.us/contact_us/local_field_office.asp
- **Texas Alcoholic Beverage Commission Forms, Instructions, and Permits -**
<http://www.tabc.state.tx.us/index.asp>
- **Application forms -** <http://www.tabc.state.tx.us/forms/licensing.asp>
Print the adobe document (116K) - **Temporary License/Permit Application Packet**
 - **TABC Form L-04.6A**
 - Temporary Wine and Beer Retailer's Permit
 - Processing Instructions
 - **Form L-04.7**
 - Application for Temporary Permit
- **Clearance Report Temporary Licenses and Permit**
 - Provided by TABC local office

Follow instructions on TABC Form L-04.6A to avoid processing delays.

HOST / LESSEE SIGNATURE

DATE

PRINTED NAME

WITNESSED BY

OPTION I

FACILITY USAGE INDEMNITY AGREEMENT

PARISH/SCHOOL or INSTITUTION _____

PARISH/SCHOOL/INSTITUTION is understood to include the DIOCESE OF AMARILLO

HOST/FACILITY USER _____

DATE(S) OF FACILITY USAGE _____

TYPE OF FACILITY USAGE _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH/SCHOOL or INSTITUTION against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH/SCHOOL or INSTITUTION.

FACILITY USER agrees to provide a certificate of insurance to the PARISH/SCHOOL or INSTITUTION, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH/SCHOOL or INSTITUTION and the DIOCESE OF AMARILLO named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH/SCHOOL or INSTITUTION by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH/SCHOOL or INSTITUTION.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH/SCHOOL or INSTITUTION for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH/SCHOOL or INSTITUTION by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH/SCHOOL or INSTITUTION, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

HOST/FACILITY USER SIGNATURE _____

PRINT NAME _____ DATE _____

OPTION II

Application Date _____

Diocese Name Diocese of Amarillo

Parish/Institution _____

Event Information

Name of event: _____

Event location

Venue name: _____

Address: _____

Is this event held annually? _____

Dates (including setup and teardown): xx/xx/xxxx to xx/xx/xxxx

Number of consecutive event days (not including set-up or tear-down):	_____
Estimated daily attendance of this event	_____
Total event attendance	_____

Named host/insured (as it should appear on the policy): _____

Contact first name: _____

Contact last name: _____

Mailing address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Cell: _____

E-mail: _____

Website: _____

Is overnight accommodations part of the event? _____

Is there a live musical performance at the event? _____

Alcoholic beverages are (select one): Furnished with a charge _____ Furnished without a charge _____

Is the insured required to obtain a liquor license/permit? _____

Does the insured event have any concessionaires, exhibitors or vendors? _____

Does the event have any of the following activities? _____

Rides, mechanical amusement devices, inflatable recreational devices, dunk tanks, bungee operations/equipment, Petting zoos or animals owned, rented or hired by the insured, Fireworks/pyrotechnics

Are any of the following events/activities offered? _____

Activist rallies/marches/literature distribution; Athletic events and competitions; BYOB; Cinematography & photography for commercial use; Concerts ; Day Care Operations; Events held on an airport premises; Events providing room accommodations and/or camping as part of the event; Gun/knife shows; Haunted attractions; Historical battle reenactments; In-or-on water activities (pools, lakes, rivers, etc); Mazes (corn/hay/fence); Motorized vehicle/motorcycle/watercraft practicing for, qualifying for, or testing for any racing speed, demolition

or stunting activity; Parades; Rodeos (activities including, but not limited to bull or bronco riding, roping activities, or barrel racing)

Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct*(except where included); Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 12/04 edition); Corporal Punishment; Employment-related practices; Fireworks; Fungi or bacteria; Haunted attractions; Lead; Nuclear energy liability; Operations of concessionaires, exhibitors and vendors at your event; Professional Services; Rodeos; Room & board liability; Saddle animals; Snowmobile; Water hazard; Those operations listed as ineligible: Activists rallies/marches/literature distribution; Athletic events and competitions; BYOB; Cinematography and photography for commercial use; Concerts – rock, rap or hip hop; Day Care Operations; Events providing room accommodations and/or camping as part of the event; Events held on an airport premises; Gun and knife shows; Haunted attractions; Historical battle reenactments; In-or-on water activities; Mazes (corn/hay/fences); Motorized vehicles/motorcycles/watercraft/powerboats practicing for, qualifying for, or testing for any racing speed, demolition or stunting activity; Parades; Rodeos (activities including, but not limited to bull or bronco riding, roping activities, or barrel racing).

Terms & Conditions:

1. Premiums are 100% fully earned when coverage begins and non-refundable.
2. Any exposure changes that deviate from the original enrollment form must be reported to K&K in writing.
3. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group.
4. Coverage will be effective at the date and time upon receipt of the completed enrollment form and premium unless the desired effective date is later.
5. Host liquor liability is included if the Named Insured is not required to obtain a license/permit to serve or furnish alcoholic beverages (with or without a charge)

Additional Certificate Request

Do you need to request any additional Certificate(s) of Insurance to present to a third party? _____

Entity name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Warranty & Disclosure

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I accept

K&K Insurance Group, Inc. as managing general underwriter for the insurance company, receives compensation from the insurance company in consideration for its performance of insurance services that include, but are not limited to: underwriting, policy/certificate issuance, administration and claims handling. The insurance company compensates K&K, based on a predetermined calculation of thirty-three percent of the total premium. The total may also include an RPG membership fee.

I understand that, subject to applicable laws, K&K Insurance Group, Inc. will invest the premium and, in accordance with the permission of the insurer, will receive any interest or other income that the premium generates prior to remittance to the insurer.

I accept

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

I accept

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

I accept

Name of the person completing this form: First name: _____ Last name: _____

Relationship to insured: _____

Premium Summary

Total Amount Due \$100.00

Fraud Warning

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*.

*Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Premiums are 100% fully earned when coverage begins and are non-refundable.

► Credit Card Option

Select the Payment option.

Please complete the payment information below.



CREDIT CARD



PAYPAL



CHECKING ACCT

The credit card number, expiration date and csc code will need to be entered. Then click on the Pay Now button.

Credit Card Number



Expiration Date mm / yy

CSC

Billing Address

First Name

Last Name

Country

Billing Address

City

State

Zip

Phone Number

Email Address

Routing Number

Confirm Routing Number

Checking Account Number

Confirm Checking Account Number

Account Holder Name



routing number checking acct number

Premiums are 100% fully earned when coverage begins and are non-refundable.

Location

Street
City TX Zip

LEASE AGREEMENT

Permit No.

This Lease Agreement, the Lease, is entered into between the **Location** as Lessor and _____ as Lessee.

I. Lessor hereby leases to Lessee the right to use and occupy the following facility located in the Panhandle, TX, the Premises, for the following hours on the following day or days at the following cost.

Bookings	Date / Time	Amount
Daily Rate	_____	\$ _____
Damage/Clean-up Deposit	_____	\$ _____
Key Deposit	_____	\$ _____
		=====
	Booking Charges	\$ _____

Damage/clean up fee in the amount of \$_____.00 due with payment of rent Refundable after event.

The Premises are to be used for the purpose of Lessee Functions and for no other purpose without the written consent of the Lessor.

II. As consideration for the use of the Premises Lessee agrees to pay to Lessor, at its office in the **Location** rental in the amount of \$_____.00.

III. This Lease is subject to the following terms and conditions:

1. INDEMNITY AND INSURANCE.
 - a. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL COSTS, LOSSES, DAMAGES (DIRECT AND CONSEQUENTIAL), CLAIMS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, COURT COSTS AND INTEREST) WHICH LESSOR MAY SUFFER OR PAY AS A RESULT OF

CLAIMS OR SUITS ARISING OUT OF ANY DAMAGE, LIABILITY, OR INJURY (INCLUDING DEATH CAUSED BY OR RESULTING FROM ACTIVITIES, ACTS OR OMISSIONS OF LESSEE, OR LESSEE'S EMPLOYEES, AGENTS, INVITEES, GUESTS OR PATRONS AND OCCURRING AS A RESULT OF LESSEE'S USE AND OCCUPANCY OF THE PREMISES OR ANY OF LESSOR'S EQUIPMENT OR MATERIALS.

- b. Lessee hereby agrees to pay for any and all damage to the **Location** facilities, the property or equipment of the **Location** or to any other property of Lessor, resulting, either directly or indirectly from Lessee's occupancy or use of the Premises, by or through the negligence and/or other acts of Lessee, or Lessee's agents, employees, invitees, attendees or guests.
 - c. Lessee shall secure at its own expense, and provide written proof to Lessor, liability insurance in the minimum amounts of \$250,000 for bodily injury or death to one person, \$500,000 per occurrence of injury or death, and \$100,000 for property damage or destruction. Alternatively a combined single limit policy of not less than \$500,000 is acceptable. The policy must be issued by a company authorized to do business in Texas, and have an A.M. Best rating of B+ or better; and, the policy must designate the **Location** as an additional insured. A certificate evidencing the required insurance coverage must be provided to Manager 30 days prior to the rental date.
2. PREMISES.
- a. Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Premises for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.
 - b. Neither the halls nor ramps of the **Location**, nor the sidewalks, entrances or lobby thereof, shall be obstructed by Lessee nor used for any purposes other than ingress or egress, and Lessee will not permit any chairs, movable seats or other obstructions to be or remain in the passageways, and will keep such passageways clear at all times.
 - c. Lessor, through the Manager, police officers, fire fighters, and other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose whatsoever and the entire **Location**, including the Premises, shall at all times be under the charge and control of the Manager.
 - d. Lessee shall not assign this Lease, or any part thereof, nor allow or permit any use of said premises other than specified above, without the written consent of the Lessor.
 - e. If the Lessee shall fail for any reason to take possession of or use the Premises without the written consent of Lessor, no rent refund shall be made and any payment made to Lessor shall be kept by Lessor. Additionally the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection herewith, shall be payable by the Lessee to the Lessor upon Lessee's receipt of written demand from Lessor.
 - f. In the event that the Premises covered by this Lease are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes shall render fulfillment of the Lease by Lessor impossible, then the this Lease shall terminate and Lessee shall only be liable for rent attributable to the time prior to such termination if any. Lessee hereby waives and releases the Lessor from any claim for damages or compensation on account of such termination.
 - g. During the entire term covered by this Lease, Lessee or a designated representative of Lessee is required to be on site to oversee Lessee's use of the Premises. Lessee or Lessee's designated representative must be available on site to monitor participants of Lessee's event during all aspects of said event and be available to **Location** Management for necessary concerns.

3. EXPIRATION OF LEASE.

- a. At the expiration of this Lease, Lessee shall quit the premises, immediately remove all personal property of Lessee and return to the Manager all equipment and materials provided to Lessee by Lessor. Lessee shall leave the Premise and any equipment or materials provided by Lessor, in as good condition and repair as when acquired, except for ordinary wear and use.
- b. Lessor reserves the right after the termination of the Lease to remove from the **Location** all personal property of Lessee remaining on the Premises and to store the said property at the cost, expense and risk of Lessee. Lessor shall not be liable in any way to Lessee on account of so removing and storing any such personal property. Lessee agrees to pay Lessor for the cost and expense of such storage upon receipt of Lessor's invoice for said storage.

4. UTILITIES.

- a. Lessor shall furnish, at Lessor's expense, custodial services, heat, water, lights and air conditioning necessary for Lessee's use during the term of this Lease as deemed necessary by the Manager. Lessor will keep the Premises clean and generally cared for during the term of this Lease. Lessor shall make arrangements for the removal of any excess trash left on the Premises by Lessee immediately following Lessee's use of the Premises at Lessee's expense. Lessee agrees to pay Lessor for such costs upon receipt of Lessor's invoice therefore. Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. All utilities will be furnished from current openings on the Premises and no petroleum products, oil flashlights or any other artificial lighting or light plants or electrical equipment shall be permitted to be used on the Premises. No engine, motor, or machinery shall be operated on the Premises without the prior written consent of the Manager.
- b. Unless otherwise authorized by the Manager, all plumbing, electricity or carpenter work to be done on the Premises in connection with the use authorized herein and all electrical current or domestic gas required, shall be done or furnished by Lessor, or its approved representative, for which Lessee agrees to pay Lessor for on the basis of the rates set forth in the schedule of rates on file in the office of the Manager upon receipt of Lessor's invoice for such services.

5. PARKING LOTS. Lessor reserves the right to maintain and operate the **Location** parking Jots located within the area under the supervision and control of the Manager.

6. PERSONNEL.

- a. Rental of Premises shall not entitle the Lessee to use Lessor's personnel in connection with the staging of an event or attraction, provided, however, that the Manager may, in the Manager's discretion, furnish at no cost, the services of Lessor's employees who are regularly employed as a part of the **Location** staff. Lessee shall hire and pay the costs of all other personnel required in connection with Lessee's event or attraction including the personnel costs of all stage technicians, house managers, ushers, ticket takers, doormen, guards, and peer security subject to approval by the Manager.
- b. Lessor reserves the right at all times to control Lessee's technicians, house managers, ushers, ticket takers, doormen, guards, peer security, and all other employees of Lessee and retains the right to remove from the **Location** any objectionable employee. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages or contribution against the Lessor on account of such removal.

7. PROGRAM REQUIREMENTS. Lessee shall file with the **Location** Administration Office, at least ten (10) days prior to holding a function, performance or attraction authorized herein, a full and detailed outline of all facilities required, all stage requirements, the hall and chair set-up and such other information as may be required by the Manager concerning such attraction. Failure to provide said outline will be cause for Lessor to immediately terminate this Lease.
8. SCHEDULING. Unless otherwise specified in writing, the Manager shall be privileged to lease the **Location** for events similar to Lessee's both before and after the dates of this Lease without notice to Lessee. The Manager will make all efforts to keep similar events 21 to 28 days apart. All reservations made for the purpose of rehearsing shall be subject to cancellation by the Manager with 24-hour notice when it is in the best interest of the **Location** and the Lessor.
9. SEATING CAPACITY. Lessee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the Premises.
10. OPENING HOURS. Lessee must open the doors of his attraction as advertised unless otherwise agreed upon as necessity indicates.
11. CONDUCT OF ENTERTAINERS. Conduct of Lessee's entertainers while giving their performance should not be such as to deliberately incite or entice patrons to leave their seats, or tend to create a hazardous, uncontrollable crowd situation.
12. EXHIBIT ENTRANCE. All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the Premises only at such entrances as may be designated by the Manager.
13. FIRE HAZARDS. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will cause a fire hazard.
14. ANIMALS. Lessor reserves the right at any time to require Lessee to remove from the premises any animals on the Premises without the consent of Lessor.
15. HANGING, POSTING OR PHYSICAL ALTERATION.
 - a. Lessee will not cause or permit any nails or other things to be driven into any portion of the **Location**, nor any signs to be affixed either to the exterior or interior thereof. No changes, alterations, repairs, painting or staining of any part of the **Location** or its furnishings or equipment are allowed. Lessee will not do or permit to be done anything which will damage or change the finish or appearance of the **Location** or its furnishings. Lessee agrees to pay the cost of repairing any and all injury and damage which may be done to the **Location** or any of its fixtures, furniture or furnishings caused by any act of Lessee or any of Lessee's employees, agents, invitees, guests, patrons or exhibitors. It is expressly agreed that the Manager shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this Lease, Lessee is to be held responsible. The decision of the Manager shall be final.
 - b. If in connection with the purpose or use for which Lessee is renting the Premises any of the permanent seats, any portion of the stage or floor or other furniture are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.
 - c. Lessee will not post or exhibit, nor allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description, on the interior or exterior of the **Location**, except upon the regular billboards provided by the Lessor therefore. Lessee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in the Premises; any exceptions to the aforementioned to be in writing from the **Location** Manager. Lessee shall immediately take down and remove all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by the Lessor.

16. LICENSES AND LAWS.
17. Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Amarillo, and all rules and requirements of the Police and Fire Departments, or other municipal authorities, will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on the Premises during the term of this Lease in violation thereof. If the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violations when requested to do so by Lessor.
18. AMERICANS WITH DISABILITIES ACT. Lessee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. S 12101, et. Seq, as amended from time to time.
19. POLICE PROTECTION. Lessee agrees to pay for such police protection as may be required by the Manager during the occupancy of the Premises by Lessee.
20. MEDICAL PERSONNEL. Lessor does not provide on-site first aid or stand-by medical services. If Lessee needs or desires to have such prior to, during, and/ or after its event [rental, lease, etc.], then the following terms and conditions shall apply: (i) first aid or stand-by Basic Life Support must be arranged through American Medical Response, at Lessee's expense; (ii) stand-by Advanced Life Support must be arranged through American Medical Response, at Lessee's expense; and, (iii) stand-by medical transportation or summoned medical transport must be arranged through American Medical Response, at Lessee's or the patient's expense.
21. ADVERTISING. Lessor reserves the right to sell advertising space within all areas of the facility, parking lot, promotional material, ticket envelopes and tickets. Revenue derived from the sale of this space is the sole property of the Lessor. Exceptions to this policy must be approved by the Manager.
22. STORAGE. Lessor assumes no responsibility whatsoever for any property placed in or on the Premises, and Lessee hereby expressly releases and discharges Lessor from any and all liabilities for any loss of property that may be sustained by reason of Lessee's occupancy of the Premises under this Lease. All unarmed watchmen or other protective service desired by the Lessee are the Lessee's responsibility. Armed security must be arranged for by special agreement with the Manager.
23. ORDINANCES AND RESOLUTIONS APPLICABLE, EVICTION, AND FORFEITURE FOR VIOLATION. All ordinances and resolutions of the **Location** relating to the rental and use of the Premises are hereby made a part hereof; and any violation of such rules and regulations by Lessee shall, at the discretion of the Manager, subject Lessee to immediate expulsion from the **Location** and the forfeiture of all rents, percentages, or other fees hereto fore paid, and without releasing Lessee in any manner any obligations for the payment of the rent, percentages, or other fees required to be paid under this Lease.
24. DEFAULT, CURE, ACCELERATION, CONCESSION OF JUDGEMENT. The Lessee agrees that if Lessees fail to pay any installment of rent or any part thereof at the times above specified or fails to perform any other covenant contained herein, or if Lessee shall make an assignment for the benefit of creditors, or if a petition shall be filed to have it adjudicated a bankrupt, whether voluntary or involuntary, or if an execution issue against Lessee and it shall fail to procure a stay thereof within thirty (30) days after the entry of same or otherwise fail to satisfy a judgment against it, then and in such event this Lease, at the option of the Lessor, shall cease and terminate and Lessor may, but shall not be required to, lease the premises to others. In the event of such termination, the entire unpaid portion of the total rental as set forth in Article II of this Lease, if any, shall thereupon immediately become due and payable. It is specifically provided and agreed, however, that the failure of Lessor to enforce any or all of its remedies in the event of one breach or repeated breaches by Lessee of any of the provisions of this Lease shall not constitute or be deemed to be a waiver by Lessor of any of such remedies in the event of additional breaches or violations by Lessee.

25. HAZARDOUS MATERIALS. If Lessee uses, stores, or generates any hazardous materials or wastes, Lessee will obey all Federal, State, and Local laws governing such materials. In the event that hazardous materials are discharged on city property, Lessee will be responsible for all costs and activities related to proper clean-up, and will provide the Manager with proper documentation evidencing that a complete clean-up has occurred. Lessee agrees to accept all liabilities related to the use, storage, disposal, and clean-up of all hazardous materials on leased premises.
26. EMERGENCY SHELTER. In the event of a civil emergency or disaster, none of **Location** may be used for sheltering or other emergency management operations, resulting in cancellation of the scheduled event or activity described in this Lease. To the best of **Location** Management's ability, all effort will be made to re-schedule or otherwise accommodate any affected event or activity.

Executed by the parties in duplicate as of the date(s) set forth below.

Location

Lessee

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date: