



RULES AND REGULATIONS

LIABILITY INSURANCE:

Special Event Liability Insurance, at the Event sponsor's expense, is **required** as a condition of use of the facilities and proof of that insurance must be provided to the Center at least 14 days prior to the event. Businesses that carry off-site business insurance are asked to include "Columbus Community Hospital" as a loss payee and additional insured. If alcohol is served, the policy must include Host Liquor Liability coverage to protect the facility against alcohol related accidents, however, the Event Sponsor is ultimately responsible for the safety of the guests. Security is required when alcohol is served.

CITY, COUNTY, STATE, AND FEDERAL LAWS:

The Event Sponsor agrees to comply with all applicable City, County, State, and Federal Laws, including laws regarding the serving of alcohol, and shall not conduct any illegal act on the premises. This is a drug free and non-smoking facility at all times. **NO EXCEPTIONS.** Alcohol may not be served to minors on the premises at any time and may not be sold on the premises. The Event Sponsor agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Center reserves the right, in its exclusive discretion, to expel anyone who in its judgement is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights use permit or insurability of the Center or the safety of its guests or building contents.

CONDUCT:

There is no drug use of any kind at the Columbus Community Hospital. In addition, there is no smoking of any kind on premises or within 25 feet of the building any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. The Event Sponsor and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of the Center representative shall be grounds for immediate expulsion from the premises and conclusion of the use period. In such cases **NO REFUND** of the event costs shall be made.

INDEMINIFICATION:

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorney's fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION:

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING:

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION:

Lessor may terminate this Agreement based upon any one or more of the following events:

- Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;



TERMINATION (continued):

- Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgement of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

Interference:

Lessee shall use the Facility in a manner which shall not cause interference with the use of occupancy of the other portions of the property by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the property.

RESTORATION:

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. Lessor is responsibility for notification to Lessee of such damage, repairs. Or replacements with ten (10) days following the Event Date.

CANCELLATION:

Lessee may cancel this Agreement at any time up to thirty (30) days prior to the Event Date by providing written notice of such election to Lessor, forfeiting deposit. If Lessee shall elect to so cancel this agreement between thirty (30) and zero (0) days prior to the Event Date, Lessee will be charged 100% of the Rental Cost and any expenses incurred in good faith by Lessor in Preparation for Lessee's use of the Facility.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action, claims or demands shall by handled in a court of competent jurisdiction within Colorado County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year fist above written.

LESSOR,

Columbus Community Hospital

BY: _____
CCH Staff

Date

LESSEE,

BY: _____

Date