



# CANUTILLO INDEPENDENT SCHOOL DISTRICT FACILITY LEASE AGREEMENT HIGH SCHOOL FOOTBALL STADIUM

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This Lease is made between the **CANUTILLO INDEPENDENT SCHOOL DISTRICT** ("Lessor") and \_  
("Lessee") effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_.

1. **Premises.** Lessor agrees to lease to the Lessee the High School Football Stadium (the "Stadium") pursuant to the terms, conditions and covenants set forth herein and solely for the purposes set forth in paragraph 2 hereof.
2. **Purpose.** Lessee represents that the Stadium is being rented for the purpose of \_\_\_\_\_ and for no other purpose without prior written consent by Lessor.
3. **Term.** The term of this Lease shall commence at \_\_\_\_\_ o'clock on \_\_\_\_\_ (date) and end at \_\_\_\_\_ o'clock on \_\_\_\_\_ (date). Unless otherwise provided herein, the Lessee shall have the right of access to the Stadium for a period of \_\_\_\_\_ hour(s) before and \_\_\_\_\_ hour(s) after the termination of the Lease for the purpose of set up and removal of any of Lessee's equipment and property.
4. **Rent.** Lessee agrees to pay Lessor the sum of \$\_\_\_\_\_ for rent of the Stadium pursuant to the terms of this Lease. Lessee shall pay the rent to Lessor in advance not less than **five (5) business days** before the event by cashier's check or certified check plus the estimated cost of staff, personnel and equipment outlined in Paragraph 5.
5. **Access, Staff and Personnel, Equipment.** Lessee shall require the following access, staff and personnel and equipment:
  - A. **Stadium Access.** Lessor shall open the Stadium at \_\_\_\_\_ o'clock on \_\_\_\_\_ (date). Lessor shall close the Stadium at \_\_\_\_\_ o'clock on \_\_\_\_\_ (date).
  - B. **Staff and Personnel.** Lessor shall provide the following staff and personnel at the following rates which are in addition to the Rent:
    - 1) **Security Guards.** Lessor will provide (\_\_\_\_) security guards at the rate of \$30.00 per hour per security guard.

2) **Custodians/Maintenance.** Lessor will provide (\_\_\_\_) custodians at the rate of \$25.00 per hour per custodian.

3) **Equipment – \_\_\_\_\_**

6. **Security Deposit.** Upon approval of this Lease by Lessor, Lessee shall deposit with Lessor the sum of \$1,500.00 by cashiers or certified check as a security deposit and/or performance guaranty. The security deposit shall be applied towards the rent or to pay for the cost of repairing any damage to the Stadium or the equipment or to paying replacement cost for lost or damaged equipment. The security deposit shall not relieve Lessee of liability for damages to the Stadium or to equipment or for loss of equipment in excess of the amount of the security deposit. Lessee shall remain fully liable for all such damage.
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.** Alcoholic beverages shall not be sold at the Stadium. Only non-alcoholic products can be sold at the Stadium. *If selling food during the event, a City of El Paso Public Food Establishment Permit must be provided to the associate superintendent's office five (5) business days prior to the event.*
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 and approved by Lessor. 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. 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.

**14. 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:

<b>Lessor:</b>	<b>Lessee:</b>
Canutillo ISD	_____
P.O. Box 100	_____
El Paso, Texas 79835	_____
Phone: 915-877-7565	Phone: _____
Attn: Associate Superintendent	Attn: _____

**15. 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.

**16. 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 30 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 Security Deposit.

**17. 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 and shall be performable in El Paso County, 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:

Lessee:

Canutillo Independent School District  
 P.O. Box 100  
 El Paso, Texas 79835  
 Phone: 915-877-7565  
 Attn: Associate Superintendent

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- D. 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.
- E. 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.
- F. Amendment.** This Lease may not be amended except in writing, dated subsequent to the date hereof and executed by the parties hereto.
- G. 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.

**H. 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.

\_\_\_\_\_  
**SIGNED** on this date

**LESSOR:**

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_  
DAMON MURPHY, Ed.D., SUPERINTENDENT

**LESSEE:**

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