

# Eugenia & George Sealy Pavilion Policy

## License Agreement

County of Galveston  
State of Texas

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_ between ROSENBERG LIBRARY ASSOCIATION of Galveston, Texas, a non-profit corporation of Galveston County, Texas hereinafter called the "Library" and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Licensee".

### **In consideration of the mutual promises herein contained, the parties agree as follows:**

1. LICENSED PREMISES. The Library hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the Eugenia & George Sealy Pavilion, hereinafter called the "Pavilion," located at 2315 Sealy Avenue, Galveston, Texas, and the concrete parking area immediately to the north of the Pavilion.

2. USE AND ACCESS. The Pavilion may be occupied and used by Licensee solely for the purposes of \_\_\_\_\_

\_\_\_\_\_ from \_\_\_\_\_ on \_\_\_\_\_ until \_\_\_\_\_ on \_\_\_\_\_ with approximately \_\_\_\_\_ persons in attendance. Licensee shall remove all his/her property and any other property rented, leased or borrowed from a third party, and complete his/her clean-up obligations immediately following the event. Failure to do so may cause the Library to elect, without waiving any other remedy it may have, to remove Licensee's property from the premises and to perform Licensee's obligation hereunder, all at Licensee's expense and without any liability to the Library therefore.

3. SECURITY DEPOSIT. Receipt of a security deposit in the amount of \$100.00 is hereby acknowledged by the Library. Said deposit is fully refundable if the reservation is cancelled on or before \_\_\_\_\_. If cancelled after said date, no portion of the deposit will be refunded.

Without in any manner limiting Licensee's obligation hereunder, the Library shall be entitled to apply any portion of the security deposit toward the repair of any damages occurring to the Pavilion or any part of the Mary Moody Northen Plaza in which it sits in connection with the event for which this license is granted. Any portion of the security deposit not so applied will be returned to Licensee within fourteen (14) days after the event, or as soon thereafter as any necessary repairs to the premises can be completed.

4. USE FEE. Licensee hereby agrees to pay the Library a use fee of \$100.00 on or before \_\_\_\_\_, 20\_\_\_\_. After \_\_\_\_\_, an additional \$10.00 per hour will be charged the Licensee until all the conditions stipulated in paragraphs 2 and 15 of this Agreement have been met, with a minimum cost of \$40.00.

5. ADDITIONAL CHARGES. Any additional sum due the Library hereunder shall be due and payable on the third day after the Library gives notice thereof to the Licensee.

6. FACILITIES include the Eugenia and George Sealy Pavilion, and concrete parking lot area to the North of the Pavilion, without any furnishings whatsoever. Chairs, tables, lecterns, public address systems and any other furniture and equipment must be provided by Licensee or third party mutually acceptable to Library at Licensee's expense and without any liability to the Library.

7. RISK OF LOSS. The delivery and storage of Licensee's property, or that of a third party, shall be at Licensee's sole risk.

8. SECURITY. The Library recommends that Licensee arrange for, at his/her own expense, off-duty policemen or licensed security guards, in the ratio of one guard per 100 people and with the minimum of one guard. In no event will the Library be liable for damages resulting from Licensee's failure to provide proper security.

9. PARKING. Public parking is permitted in the portion of the Mary Moody Northen Plaza located to the east of the walkway which extends from Sealy Avenue to the rear of Ashton Villa.

10. CONDITION OF PREMISES. The Library does not warrant or represent that the licensed premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this license. The Licensee shall indemnify the Library for any and all liability for personal injury or property damage or for loss of life or property resulting from, premises covered by the Licensee, or ingress thereto or egress there from, including liability for personal injury, property damage, or loss of life or property allegedly caused in whole or in part by the negligence of the Library or its employees or representatives.

11. ALCOHOLIC BEVERAGES. Licensee shall not sell alcoholic beverages or spirits except upon furnishing to the Executive Director of the Library all permits and licenses required by the Texas Alcoholic Beverage Commission. All arrangements for the issuance of said licenses and permits shall be made by the Licensee directly with the Texas Alcoholic Beverage Commission, whose office is at 3717 Highway 3, Dickinson, Texas.

12. DECORATIONS. May not be attached directly to any part of the Pavilion in any way except as may have previously been agreed in writing between Licensee and the Library. Throwing of confetti and birdseed is strictly forbidden on Library property. Failure to comply with this will result in the automatic forfeiture of deposit. Use of flower petals, rice or potpourri is acceptable.

13. CANCELLATION BY LIBRARY. In the event of power failure, casualty or damage to the licensed premises or in the event that public authorities should order or recommend evacuation of all or part of Galveston Island, or should weather or other conditions warrant, the Library may cancel this agreement with or without any further obligation to the Licensee, except for the return of the aforesaid deposit.

14. MISCELLANEOUS. It is agreed between the Library and Licensee that this license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The making, execution and delivery of this agreement by the Licensee has been induced by no representatives, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties. Licensee agrees that he does not and by virtue of this license or its occupancy or use hereunder. The furnishing of a copy of this agreement shall not constitute an offer by the Library. This agreement shall become effective upon execution by both parties.

15. CLEAN-UP. The Licensee shall be responsible for the removal of all his/her property, and shall leave the licensed premises in as neat and clean a condition as originally provided to him, with all trash and waste, including, rice flower petals or similar objects dispersed onto the Pavilion or concrete during the event, in containers provided by the Library.

16. SUB-CONTRACTORS. The Licensee shall, at least one week in advance of the event, provide the Library with the names of all third parties contracted with to supply services or equipment in connection with the event.

17. EXEMPTIONS. All events sponsored by the City of Galveston or the Galveston Historical Foundation and events held at the Ashton Villa shall be exempt from paying deposits or user fees.

18. ADDITIONAL AGREEMENTS.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ROSENBERG LIBRARY ASSOCIATION

By: \_\_\_\_\_ (Executive Director)

LICENSEE

By: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_ (Phone)

Approved 7/18/89

Revised 05/01/18