

**LAS COLINAS ASSOCIATION**

**RESERVATION APPLICATION AND BUILDING USE AGREEMENT**

In connection with the Licensee’s (herein so called and identified below) contemplated, limited, non-exclusive and temporary use of an area (the “Area”) described below and situated in the Building, please complete and return this Reservation Application and Building Use Agreement (the “Agreement”), with the Use Fee (herein so called), to the acting Managing Staff Director of the Las Colinas Association (the “Association”). Upon the Managing Staff Director’s receipt of an executed counterpart of this Agreement and the Use Fee, the Agreement will be reviewed and the Association will advise the Licensee, in its sole and absolute discretion, if the Agreement and Licensee’s contemplated use of the Area has been accepted.

This Agreement is between the Association and the Licensee. By the Licensee’s execution and delivery of this Agreement and its initialing of each page of the Building and Use Policy attached hereto as Attachment A and incorporated herein by reference (the “Use Policy”), Licensee represents that it has thoroughly reviewed and understands and agrees to abide by, the terms and conditions of the Use Policy.

I. Area Requested:

- The Licensee is requesting use of the Area checked below:
  - Elm Fork
  - Oxbow
  - Carpenter Hall
  - Board Room

II. Group Name: \_\_\_\_\_

III. Type of Function: \_\_\_\_\_

IV. Number of Attendees: \_\_\_\_\_

V. Date and Time of Function

- The Licensee is requesting use of the Building Area on the below described date and time:

Date of Function: \_\_\_\_\_

Time of Function: \_\_\_\_\_

- Reservations are for a maximum of three (3) concurrent hours, unless the Association’s President approves a longer period of time.

VI. Food and Alcohol:

- The following will be provided by Licensee at the Function (Please check all that apply):
  - Food
  - Non-Alcoholic Beverages
  - Alcoholic Beverages (Beer and/or Wine Only)\*

\* \_\_\_\_\_ \*

Name and Contact information of Irving Off Duty Police Officer

**THE LIMITED, NON-EXCLUSIVE AND TEMPORARY PERMISSION TO USE THE AREA BY LICENSEE SHALL BE CONSIDERED A LICENSE AND MAY BE REVOKED BY THE ASSOCIATION AT ANY TIME, FOR ANY OR NO REASON, BEFORE THE DATE OF THE FUNCTION OR DURING THE FUNCTION IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THE CASE MAY BE, AND DOES NOT GRANT LICENSEE ANY PROPERTY INTEREST OF ANY KIND. THE LICENSEE UNDERSTANDS THAT THE TERMS AND CONDITIONS OF AND USE POLICY MAY BE ALTERED OR AMENDED AT ANY TIME PRIOR TO THE DATE AND/OR TIME OF THE FUNCTION.**

**LICENSEE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Individually, and on Behalf of the Licensee  
as the Licensee's Authorized Representative

Property Owner's Printed Name \_\_\_\_\_  
Property Owner's Las Colinas Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- Capitalized terms used herein and not separately defined herein shall have the same meanings and definitions as ascribed to them in the Use Policy.

## BUILDING AND USE POLICY

### ATTACHMENT A

#### I. Definitions

The following capitalized terms shall have the following meanings as used herein:

- “Association” shall mean and be defined herein as the Las Colinas Association and any other individual(s) or entity(ies) acting with the Association’s authority on its behalf including, without limitation, its members, employees, directors, officers, agents and representatives.
- “Building” shall mean and be defined herein as the Las Colinas Corporate Office located at 3838 Teleport Blvd., Irving, Texas.
- “Constituent Documents” shall mean and be defined herein as all documents and instruments governing the operations of the Association including, without limitation, the Association’s Articles of Incorporation, Bylaws and Declaration of Las Colinas Association, and all corrections, amendments and supplements thereto.
- “Function” shall mean and be defined herein as a single meeting or activity to be held in the Area.
- “Licensee” shall mean and be defined herein as the individual(s) or entity(ies) specified on the Agreement and a member in good standing of the Association or other organization approved by the Association’s President together with any other individual(s) or entity(ies) acting with the Licensee’s authority on its behalf including, without limitation, their agents, representatives, vendors, invitees and guests.
- “Permitted Use” shall mean and be defined herein as the use of the Area in the Building for such activities and events approved in writing, from time to time, in the sole discretion of the Association.
- “Premises” shall mean and be defined herein as all of the real property upon which the Building is situated and such other real property contiguous to the Building which is owned and/or controlled by the Association.

#### II. Reservations

- The (proposed) Licensee shall be considered for approval for the Permitted Use upon satisfaction of the following conditions:
  - The Licensee must be 21 years of age or older; and

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- The Licensee must be:

- A member in good standing of the Association;
  - An authorized representative(s) of the City of Irving, Dallas County Utility & Reclamation District; Dallas County; State of Texas; and other approved governmental agencies; or
  - An authorized representative(s) of an Independent School District servicing the Las Colinas community;
  - An authorized representative(s) of the Irving Convention and Visitors Bureau; or
  - An authorized representative(s) of a Chamber of Commerce servicing the Las Colinas community; or
  - Any other entity, group or individual approved in advance by the Association’s President.
- The term “good standing” with the Association shall mean and be defined herein, that, on the date the Agreement is accepted by the Association and continuing through the date and time of the Function, the Licensee is (i) current on all payments of all amounts due and owing pursuant to the Constituent Documents, including, without limitation, all assessments and enforcement charges, and (ii) not subject to any current or contemplated enforcement actions being taken by the Association against the Licensee or the Licensee’s property;
  - The fully executed Agreement and initialed Use Policy and Use Fee must be received by the Association a minimum of seven (7) business days in advance of the requested date and time of the Function, but not more than sixty (60) calendar days in advance of the requested date and time of the Function.
  - No more than two (2) Functions may be reserved at any one time by a Member or Organization .
  - The Association reserves the right to cancel, alter or change a reservation, at any time, due to a Function conflicting with an Association sponsored event.

**III. Building Availability**

- Monday, Wednesday, and Fridays (Except Holidays)
  - 9:00 a.m. to 5:00 p.m.
  - 5:00 p.m. to 10:00 p.m.
- Saturday and Sunday (Except Holidays)
  - Availability and time of Permitted Use subject to prior written approval of the Association’s President

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**IV. Permitted Use Restrictions/Fees**

- The Licensee agrees to strictly adhere to the following occupancy limits for each Area reserved for the Permitted Use:
  - Elm Fork: maximum 6 persons
  - Oxbow: maximum 10 persons
  - Carpenter Hall: maximum 60 persons standing or seated in classroom style
  - Carpenter Hall: maximum 40 persons seated at tables
  - Board Room: maximum 20 persons (12 persons seated at the Board Room table and 8 additional persons seated against outside wall )
- The Licensee will be permitted to use the public restrooms on the 1<sup>st</sup> and/or 2<sup>nd</sup> floor of the Building that corresponds with the location of the Area.
- A refundable \$100.00 Use Deposit (herein so called) is required for each Function where food or alcoholic beverage is served, made payable to the Association, as specified in Section II above, as consideration for the Permitted Use.
- \$15.00 per hour attendant fee, with a three (3) hour minimum, in addition to the applicable deposits, will be charged for each Function held after 5:00pm Monday – Friday and on a Saturday or Sunday, unless prior written approval of waiver is received from the Association’s President.
  - Cancellations: Must be made no later than 12:00pm (noon) on the day before the scheduled event. Should proper cancellation not be made, and acknowledged by LCA staff, a cancellation fee of \$45 will be due by the Licensee upon receipt of invoice. Should Licensee fail to remit cancelation fee, Licensee and the group represented by Licensee will lose the privilege to use the Building.
- At Functions where alcohol is present, an Irving police officer (or other licensed peace officer), approved by the Association will be retained by and paid by Licensee at a cost of at the then normal rate charged by the officer including any minimum hours required by that Officer.

**V. Function Use Restrictions**

- The Licensee has a limited, non-exclusive and temporary license to use the Area, subject to the terms and conditions of this Agreement and the Use Policy.
- The Licensee acknowledges that all areas of the Building and the Premises other than the Area, including, without limitation, the offices, employee kitchens, employee patio area, and other employee only areas are restricted and may not be used, accessed or entered.

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- The Licensee acknowledges the Building's second floor porch is not available for use unless prior written approval is received from the Association's President prior to the time and date of the Function.
- The Licensee agrees that neither the Premises nor the Building will be used for any purpose or reason other than the Permitted Use specifically including, without limitation, (i) political functions; (ii) fund raisers of any kind; or (iii) for profit functions, direct or indirect.
- The Licensee acknowledges any and all activities, prohibited by applicable law, are expressly prohibited in the Building and on the Premises.
- The Licensee must be physically present at the Function and remain at the Function for the duration of the Function.

**VI. Damage**

- a. The Licensee assumes all liability, of any kind or nature, and agrees to compensate the Association for any and all damage to the Building and/or the Premises including, but not limited to: (i) general cleaning and (ii) cleaning and/or replacement of any carpet or other improvements to the Building and the Premises.

**VII. Tobacco/Weapons Prohibition**

- Tobacco and weapons (excluding weapons possessed by police officers in furtherance of their official duties) are not permitted in the Building or anywhere on the Premises.

**VIII. Assignment**

- The Licensee may not assign its rights or obligations under this Agreement without the prior written consent of the Association.

**IX. Indemnification/Liability**

- The Licensee shall, and does hereby, agree to indemnify, defend and hold the Association, harmless from and against all claims, actions, damages, loss, cost and expense, of any kind or nature, incurred or threatened by or against the Association as a result of the acts or omissions of the Licensee in connection with the Permitted Use. The Licensee shall, and does hereby, release the Association from all liability, loss, cost or expense, of any kind or nature incurred or threatened, by or against the Licensee in connection with the Permitted Use. The Licensee's sole and exclusive remedy for the Association's incurred breach of any terms or conditions hereof shall be the return of the Use Fee. The Licensee acknowledges that actual damages would be difficult to determine and agrees that the return of the Use Fee will suffice as liquidated damages for any such breach by the Association.

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**X. Immediate Termination**

- The Association may terminate this License, without recourse, at any time (i) prior to the date and time of the Function, in accordance with this Agreement and/or (ii) during the Function if, in the sole discretion and opinion of the Association, the Licensee is in violation of any term or condition of this Use Policy.

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