**Samspra Temporary Space Booking /Agreement**

**1. Purpose of Agreement**

This Agreement set forth the terms and conditions under which Samspra will permit use of certain property by Lessee.

Name of Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company/ Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Guests: Adults\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Children: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. **Term of Agreement**

This Agreement shall be effective for (Dates and Times)

**3. Grant of License**

**3.1 License**: For the term of this Agreement, Lessee shall have a limited license to use

Chosen Below (Mark YES / NO) – Rates apply accordingly

Use Menu SPACE COST LIST SELECTION DROP DOWN…

**3.2 Limitations on License:**Lessee**’s**License to use the Facilities and access to Facilities and Samspra’s Property is limited to the date and time specified in paragraph 2.

**3.3 Conflict in Use of Facilities:**Notwithstanding this grant of license, if Samspra requires use of some or all the facilities during the period (s) licensed for use by Lessee, then Samspra shall be entitled to priority usage of the facilities. Samspra shall strive to give to Lessee as much advance notice of known conflicts as is reasonably possible.

**4 Consideration for Rental, Maintenance, Repairs, and Labor**

4.1 For the term of this Agreement, Lessee agrees that it will pay to Samspra the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (see attached rental rate worksheet) as a portion of the cost of operating, maintenance, and repairing the Facilities, and any labor associated with facility usage. Such amount shall be payable on or before \_\_\_\_\_\_\_\_\_\_

4.2 The refundable deposit amount received **$400.00** will be used for professional cleaning of the space after use by Lessee, if trash is not removed, and Spaces are not cleaned by Lessee.

**5. Insurance Requirements and Liability Release**

At all times during the term of this Agreement and any extensions or renewals, Lessee agrees that it will maintain liability insurance in an amount decided by Samspra’s to cover all activities of Lessee at the Facilities. **Certificate of Insurance Requirements**

A certificate of insurance is required to rent the property at 2905 Blue Ridge Dr, Cedar Park, TX 78613. A complete and correct certificate of insurance must be on file with HLR 2001 Fam TR prior to occupancy of the property. The following information is required on the certificate.

**Insured** Name and address of the business/organization leasing/occupying the property.

**Insurers Affording Coverage** Insurer(s) Name of the insurance company providing coverage for each policy.

**Coverage** General Liability

Each Occurrence $1,000,000 Aggregate $2,000,000 Medial Expense $5,000 any one person Personal & Adv Injury $1,000,000 each occurrence

Automobile Liability Combined Single Limit $1,000,000

Workers Compensation & Employers Liability Per Statute Each Accident $1,000,000 Disease $1,000,000

Umbrella or Excess Liability

Per occurrence $1,000,000

Tenant shall concurrently with lease or contract execution of this Agreement and from time to time thereafter upon insurance renewals, furnish a renewal certificate of insurance evidencing the coverage with renewal certificates no less than 30 days prior to expiration of current policy. Certificate should state that insurance may not be amended, changed or canceled without at at least 30 days prior written notice to the Owner and/or Certificate holder.

**Additional Insured** Additional Insured status applicable to the General Liability, Automobile Liability and umbrella/excess liability. Additional Insured and Waiver of Subrogation boxes should be checked for each policy and a copy of each endorsement should be attached to the certificate of i insurance as evidence.

**Description of Operations** **/** HLR 2001 Fam TR, LLR Fam TR, Samspra Properties LLC, Samspra Academy, its clients, the building owner, and their respective officers, directors, partners, agents, employees and representatives are included as additional insurance under general liability, auto and umbrella/excess liability on a primary and noncontributory basis. A waiver of subrogation applies in favor of the additional insureds. The umbrella follows form.

**Certificate Holder** Client

Street Name

City, State, Zip

Additionally, Lessee hereby indemnifies, releases discharges, and holds harmless HLR 2001 Fam TR, LLR Fam TR, Samspra Properties LLC, Samspra Academy, its clients, the building owner(s), and their respective officers, directors, partners, trustees, employees, and agents of and from all suits, actions, damages, or claims resulting from the use of the Facilities or equipment by Lessee, its guests, agents, employees, participants, and officials. This indemnification includes any and all reasonable attorney’s fees and expenses arising from or relating to Lessee’s use of Facilities. Lessee agrees to assume all risk and responsibility for injury, death, or property damage that may result from use of Samspra’s property facilities and accepts facilities in the current condition as being safe and suitable for Lessee desired purpose. Lessee assumes full responsibility for acts and omissions of all persons, associated with the use of the facility or its equipment, whether invited by the lessee or not, in connection with the lessee activities. Lessee shall be responsible for appropriately responding to and preparing for any Security issues that may arise, removing trespassers, and promptly informing Samspra authorities of such matters. Lessee agrees that no representation or warranty has been made by Samspra, regarding the facilities or their use.

**6. Representation of Parties**

To facilitate efficiency of communications regarding the matter of this Agreement, the parties hereby agree that, from time to time, they each shall designate one or more representatives through whom all communications notices and correspondence between the parties may occur

**7. Code of Conduct**

Lessee agrees that its use of the Facilities pursuant to the License granted herein is subject to all rules, regulations, standards and codes of personnel conduct generally imposed by Samspra. Use of the Facilities likewise is subject to existing or future concessions agreements and third-party contracts of Samspra. Lessee agrees to abide by all applicable local, county, state, and federal laws, regulations and permits. Lessee shall obtain at its own cost, any and all licenses and permits. Lessee shall be responsible for any payments to contractors, subcontractors, vendors, or any other hired companies or individuals. Lessee shall not make any alterations or changes to the facilities without express written consent of Samspra. Lessee shall be responsible for any costs related to repairs or cleaning of facilities and shall leave Facilities and Samspra property clean, in good order, and in the same original condition. User agrees that the facility will be used solely and exclusively for the stated purpose.

**No smoking, vaping, e-cigars, alcohol consumption, illegal substances shall be**

Consumed. No weapons are permitted on Samspra Property. Lessee shall not unlawfully discriminate against any person in connection with the use of facilities.

If applicable, the technical coordinator must receive a copy of all applicable technical riders for the event, and this agreement is subject to review and approval of the riders by the technical coordinator. Lessee may not use the name or likeness of Samspra Academy in any program, flyer, advertising or any messaging without approval from Samspra.

Lessee shall not assign this agreement without prior written consent of Samspra. This agreement constitutes the entire agreement between Samspra and lessee and no other claims, promises, or warranties have been made.

**8. Termination of License**

Either party may hereby terminate this agreement by giving 10-days written notice of termination.

**9. Arbitration**

Any dispute by the parties as to the terms, conditions, or performances of this agreement shall be resolved by binding arbitration under rules agreed upon by the parties. If all the parties cannot agree to rules of arbitration, then the fast track of the American Arbitration shall apply.

**Authorized Representative** Must have a signature to be valid.

**Lessee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Samspra Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_