

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE FORM OF AGREEMENT FOR SPECIAL EVENTS AT STOKE DENTON ENTREPRENEUR CENTER; DELEGATING THE AUTHORITY FOR THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton, Texas ("City") desires to further diversify Denton's economy by supporting entrepreneurs as they start, build, and grow their businesses, particularly in the field of early-stage tech and tech-enabled business; and

WHEREAS, Stoke Denton Entrepreneur Center, being an office space located at 608 Hickory Street, Denton, Texas, is owned and controlled by the City of Denton ("Stoke"); and

WHEREAS, Stoke was created to further the City's goals by offering entrepreneurs a professional space to work and meet, receive relevant educational programming, and gain access to mentors and a supportive peer community; and

WHEREAS, the City requires agreements for members and non-members of Stoke to be readily available to continue operations at Stoke; and

WHEREAS, the City Council of the City of Denton hereby finds that the ability to have Special Events take place at Stoke will help promote its goals of diversifying its economy and serves a municipal and public purpose including the promotion of economic development and the Agreement is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this ordinance as if fully set forth herein.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute the Agreement in the form attached as **Exhibit A** and incorporated herein, and to exercise all rights and duties of the City under the Agreement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

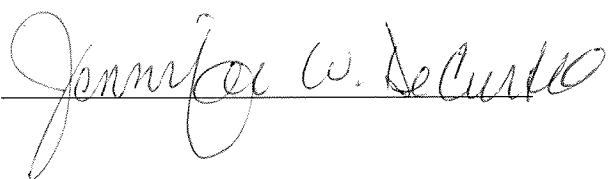
PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CHRIS WATTS, MAYOR

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

BY:  \_\_\_\_\_

## SPECIAL EVENT AGREEMENT

This Agreement is entered into by and between the City of Denton, Texas, a Texas Municipal Corporation ("City") and the below Licensee for the purposes of providing a temporary license to use a Designated Event Space within Stoke Denton Entrepreneur Center located at 608 East Hickory Street, Denton, Texas 76205 ("Stoke" or "Stoke Denton"). The City Hall Main is located at 215 E. McKinney Street, Denton, Texas 76201.

Licensee: \_\_\_\_\_

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

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

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

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

Event Date: \_\_\_\_\_ (includes preparation, set up, and clean up)

Event Hours: Start: \_\_\_\_\_ End: \_\_\_\_\_

Estimated number of attendees: \_\_\_\_\_

Designated Event Space: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_.

The City hereby reserves and grants to Licensee, and Licensee accepts, a limited, nonexclusive, revocable temporary license to use the Designated Event Space within the Stoke Denton building located at 608 East Hickory Street, Denton, Texas 76205 as set forth in this Agreement solely on the Event date and during the Event Hours and subject to and in accordance with the terms and conditions herein. The Designated Event Space is licensed solely for the purposes of the Event described above, and the Licensee agrees that it will be used solely for that purpose. The City will not allow more than two special events at Stoke Denton in any one month, and it reserves the right to deny in its sole discretion the approval of any special event. This Agreement will commence as of the date this Agreement is executed by the City and will terminate at the End Event Hour above ("License Term"). The Licensee's right to use the Designated Event Space for a special event will terminate with the expiration of the License Term. Any need to set-up, tear down and remove any equipment or other items of personal property shall be completed prior to the expiration of the License Term.

The fee for the use of Stoke Denton for a special event is \$150 per hour for Non-Members and \$75 per hour for Members. There will be a \$40 per hour fee for the use of conference rooms. (Collectively, "License Fee"). Members must be current on membership fees in order to use Stoke Denton for special events. Any License Fee must be payable 24 hours prior to the Event, or Licensee will be denied use of Stoke Denton. The City reserves the right to charge a security deposit for the proposed use of Stoke Denton in the event there will be more than 50 attendees. The refundable deposit will be \$250.00. This deposit will secure any costs incurred by the City, the cost of cleanup if Licensee fails to return Stoke Denton to its original condition after the Event, or any damages inflicted on or to Stoke Denton as a result of the Event. If the Security Deposit is not sufficient to cover the aforementioned deficiency, Licensee agrees to remit payment of the deficiency within 5 days of receipt of an invoice from the City.

The City shall have the right, at its option, to terminate this Agreement, and the license granted hereunder, if the Licensee violates the law, fails to perform its obligations, or fails to comply with the terms and requirements imposed under this Agreement. In the event of such failure, the City may reenter and retake possession of Stoke Denton, remove all persons therefrom, and seek any legal proceeding, if necessary, to obtain such possession or otherwise eject unauthorized occupants. Any cost incurred by the City in recovering possession of Stoke Denton, including reasonable attorney fees and court costs, shall be paid by the Licensee. Licensee may cancel this Agreement upon written notification to the City's representative onsite. Upon termination or cancellation, Licensee agrees to promptly remove at Licensee's expense, any personal property used for the special event from Stoke Denton within 12 hours. The City reserves the right to eject, or to require the Licensee to eject, any person or persons from Stoke Denton which the City has determined, in its sole discretion, to be a risk or threat to the public peace, safety or health. The City will at all times and without limitation, have access to Stoke Denton during the Event.

Please note that Stoke Denton is a City facility and the City's Smoking Ordinance applies. There is a prohibition on smoking within 30 feet of Stoke Denton. Use of liquor is prohibited unless Licensee uses a caterer that carries Liquor Liability Insurance at the time of the Event and that is licensed by the Texas Alcohol and Beverage Commission (TABC). The City must receive a copy of the TABC license prior to the Event. All TABC rules must be followed, and no minors may be served.

Licensee must comply with all Federal, State and Local laws and all rules and regulations of the City during the Event, including the City of Denton Police and Fire regulations. The Licensee is responsible for any security arrangements needed for the Event. The Licensee will be responsible for the conduct of all persons allowed entrance into the Event. It is understood and agreed that the City does not undertake to assume Licensee's duties and responsibilities to protect the general public or any invitees or licensees entering upon Stoke Denton from loss or damages to persons or property occasioned by Licensee's activities or Licensee's use and occupancy of Stoke Denton or the Designated Event Space, and that Licensee shall remain solely liable therefore. Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced at the Event. **THE LICENSEE AGREES TO HOLD HARMLESS THE INDEMNIFIED PARTIES AND THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND CHARGES, AND TO DEFEND, AT ITS OWN EXPENSE, ANY AND ALL SUCH CLAIMS AND CHARGES.** The Licensee is responsible to provide for adequate parking areas to accommodate the parking needs of the attendees at the Event.

**THE LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, JUDGMENTS, COSTS, FINES, PENALTIES, INTEREST OR EXPENSES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES AND COURT COSTS (COLLECTIVELY THE "CLAIMS"), FOR (I) ANY INJURY OR WRONGFUL DEATH TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY ATTENDEES AT THE EVENT) OR DAMAGE TO ANY PROPERTY RESULTING FROM OR ARISING OUT OF THE EVENT, (II) ANY USE OF STOKE DENTON BY THE LICENSEE, OR (III) ANY MATERIAL BREACH BY THE LICENSEE OF THE PROVISIONS OF THIS AGREEMENT. FOR EACH AND EVERY CLAIM BROUGHT AGAINST THE INDEMNIFIED PARTIES, OR ANY OF THEM, THE INDEMNIFIED PARTIES SHALL PROMPTLY NOTIFY THE LICENSEE IN WRITING, AND THE LICENSEE SHALL IMMEDIATELY ASSUME THE DEFENSE OR PAYMENT OF SUCH CLAIMS, WITH COUNSEL REASONABLY SATISFACTORY TO THE INDEMNIFIED PARTIES. IN THE EVENT THAT THE LICENSEE FAILS TO PROVIDE SUCH DEFENSE, THE INDEMNIFIED PARTIES, AND EACH OF THEM, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DEFEND AGAINST THE CLAIMS, AND TO CHARGE THE COST THEREOF TO THE LICENSEE.**

After the Event, the City and Licensee agree to jointly inspect the Designated Event Space within Stoke Denton to determine whether any changes have occurred in the condition, which is directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the area that may be required of Licensee. No temporary improvements shall be performed to the Stoke Denton without prior consent of the City. Licensee specifically agrees not to nail, tape, and screw anything into the floors or wall of Stoke Denton. Licensee must at all times keep Stoke Denton safe, sanitary and free from unsightly conditions and shall return the area to the City upon expiration of the License Term in a clean condition which includes the removal of all trash and debris, personal property, and food and beverages. Licensee agrees and covenants to return the Designated Event Space free from any liens or claims recorded against Stoke Denton. In the event that the Licensee fails to perform the requirements herein, the City may restore the Designated Event Space or Stoke Denton to the required condition and charge the actual cost to Licensee. If personal property is not removed in compliance with this Agreement, then the City shall have the right to dispose of any such property and the Licensee agrees to pay a reasonable fee for expenses incurred. The City shall be held harmless from any claim of lost property or property left at Stoke Denton.

Neither this Agreement, nor any of the rights granted herein unless as otherwise provided in this Agreement, may be assigned by the Licensee without the written consent of the City. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the City to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the City to thereafter enforce each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date of the execution of this Agreement.

**LICENSEE**

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CITY OF DENTON, TEXAS**

BY: \_\_\_\_\_  
TODD HILEMAN  
CITY MANAGER

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

BY: \_\_\_\_\_