

**COMMUNITY ROOM AGREEMENT**

Reserved For:	_____ 21 _____
Open Door By:	_____ AM or PM

STATE OF TEXAS, COUNTY OF CHEROKEE

This Agreement is made and entered into by and between Cherokee County Electric Cooperative Association, a Texas Corporation, referred to in this agreement as CCECA, and \_\_\_\_\_, a Cooperative member referred to in this agreement as Member.

**ARTICLE I - Community Room Area**

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, CCECA does hereby offer for use to member, an area of the physical building comprising of principal offices of Cherokee County Electric Cooperative Association known as the Community Room, together with the use of the adjacent restroom facilities. Member agrees to restrict guests accompanying them in the Community Room from all other parts of the building and from the fenced area of the parking lot.

**ARTICLE II - Payment**

Member shall pay to CCECA the sum of one hundred sixty (\$160.00) dollars prior to the use of the Community Room. This sum shall include a non-refundable fee of one hundred sixty (\$160.00) dollars for the normal maintenance, sanitation and preparation of the Community Room for the Member's use. Any violation of the restrictions stated in the following articles of this agreement will be reason to terminate further use of the Community Room.

**ARTICLE III - Condition of Community Room**

**Member's Initials** The Member shall leave the Community Room in the same condition as it was found upon arrival. **The Member is responsible for removing all garbage from CCECA's premises.** The member may arrange the tables and chairs in a manner suitable for their use of the Community Room. The walls, doors, ceiling and/or floors shall not be defaced or damaged in any manner from decorations, accessories and activities used by the Member or guests.

**ARTICLE IV - Prohibited Uses**

The Community Room shall not be used for any type of commercial use or in any way or manner in which a profit is anticipated or actually made. CCECA reserves the right to refuse the use of the Community Room for any such uses or purposes. Member shall not use, or permit the use of, the premises in any manner that results in waste of the premises or constitutes nuisance. Nor shall Member use, or permit the use of, the premises for any illegal purposes. Member shall further not use the premises, or allow the premises to be used, for the public preparation of food, although outside or pre-prepared food may be brought in at the member's discretion.

**ARTICLE V - Period of Occupancy**

Member shall have the right to occupy the Community Room for a period of only one (1) day unless CCECA gives its written permission to extend the rental term. Member must vacate the Community Room and the principal offices of Cherokee County Electric Cooperative Association by **10:00 p.m.**

**ARTICLE VI - No Alcoholic Beverages**

**Member's Initials** Member hereby expressly understands that any and all alcoholic beverages and/or illegal controlled substances are strictly prohibited. Should CCECA or one of its agents or employees discover that this provision is being violated, CCECA, its agent, or employee shall evict Member from the premises and Member shall vacate the premises immediately.

**ARTICLE VII - No Disorderly Conduct**

Member agrees and understands that it shall use the Community Room and any adjoining common areas in an orderly and peaceable fashion. Should Member's conduct become boisterous and unruly, CCECA, its agent, or employee shall have the right to evict Member immediately from the premises.

**ARTICLE VIII - Damages**

Member, by signing this agreement, contractually obligates itself to be financially and otherwise responsible and/or liable for and to pay any and all damages, which occur as a result of negligent conduct and/or willful and intentional acts of the Member, the Member’s agents, representatives, employees and/or guests. Should Member fail to be responsible for any damages incurred as a result of its use of the above-described premises, then such action shall be considered a breach of this Agreement and shall be considered an act of default.

**ARTICLE IX - Coop Membership**

The Member entering this Agreement for the use of the premises described herein above must be a Cherokee County Electric Cooperative Association member. At least one of the persons in the party that intends to use the Community Room must be a Coop member and said member must sign this agreement and shall be bound by all provisions contained herein.

**ARTICLE X - Indemnity and Hold Harmless**

**Member’s Initials** Member agrees to indemnify and hold CCECA harmless from any and all claims, demands, damages, costs, and expenses, including reasonable attorney’s fees for any personal injuries, damages, causes of action, claims, and/or demands which arise out of Member’s use of the premises or from any breach on the part of Member of any conditions of this Agreement, or from any act or negligence of Member, its agent, contractors, employees, or invitees in or about the premises. In case of any action or proceedings brought against CCECA for reason of any such claim, Member, upon notice from CCECA, agrees to defend the action or proceeding by counsel acceptable to CCECA.

**ARTICLE XI - Access to Premises**

Member understands that a key to the premises will not be made available. Access to the Community Room will be obtained by the dispatcher or any other suitable employee of CCECA unlocking the door closest to the Community Room for Member’s access to the premises.

**ARTICLE XII - Texas Law**

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by disagreement are performable in Cherokee County, Texas.

**ARTICLE XIII - Default**

Any violation or breach of any of the terms of this agreement by either party shall constitute default. No waiver by either party of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to waiver of any other breach of the same or any other term, condition or covenant of the Agreement.

**ARTICLE XIV - Attorney’s Fees and Costs**

If as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching or defaulting party agrees to pay the other party the reasonable attorney’s fees and costs incurred to enforce this Agreement.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Member's Signature**

CCECA:

\_\_\_\_\_

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

**Acct. #** \_\_\_\_\_

**Phone # of member** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

