

**FIRST NATIONAL BANK BURLESON**  
***Wilshire Room Event License***

FIRST NATIONAL BANK OF BURLESON (FNB Burleson) grants Licensee (identified below) a license to use the Wilshire Room in FNB Burleson's Wilshire Bank Building located at 740 S.W. Wilshire, Burleson, Texas (Building) for the Permitted Use (defined below) on the following terms.

**LICENSEE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **CELL:** \_\_\_\_\_  
**PERMITTED USE:** \_\_\_\_\_

1.01 **Grant.** On the condition that Licensee has in force the insurance required in this Event License, Licensee may use the Wilshire Room for the Permitted Purpose from \_\_\_\_\_ to \_\_\_\_\_ (License Term). During the License Term, Licensee and its officers, members, agents, employees, contractors, subcontractors, licensees, invitees, and guests (collectively Invitees) will have reasonable use of customer parking at the Building, access through the public areas in the Building to, and use of, the Wilshire Room for the Permitted Purpose, and no other purpose.

1.02. **License Fee.** Licensee will pay FNB Burleson a Base License Fee of \$\_\_\_\_\_, plus \$\_\_\_\_\_ per hour (minimum four (4) hours) for use of the Wilshire Room. (the "Fee"). The Base License Fee and the estimated hourly charge must be paid upon execution of this Event License. If the Licensee's actual use extends beyond the License Term, Licensee must pay any additional hourly charges based on actual use on the first business day after the expiration of the License Term.

1.03 **Licensee Duties.** Licensee, at its sole cost, will remove any property brought into the Wilshire Room, remove trash and reset the Wilshire Room as found, by the end of the License Term to the reasonable satisfaction of FNB Burleson. If Licensee or any Invitee damages the Wilshire Room, the Building, or any other property of FNB Burleson, Licensee immediately will notify FNB Burleson, and FNB Burleson, at Licensee's sole cost, will be entitled to repair any such damage. Licensee, at its sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over Licensee, and Licensee will comply with any other reasonable rules and regulations promulgated by FNB Burleson to preserve order or to protect persons or property. These rules and regulations are attached as EXHIBIT A.

1.04. **Prohibited Acts and Activities.** Licensee *will not* allow any of its Invitees to the Wilshire Room under this Event License: (a) to serve or consume any alcoholic beverage; (b) to smoke or use tobacco or illicit drugs in the Building or the Wilshire Room (c) to interfere with, annoy, or disturb any employees, customers, neighbors or other invitees of FNB Burleson; or (d) to campaign, to solicit votes, or to engage in other partisan political activities. The total number of Invitees occupying the Wilshire Room is not to exceed permitted number allowed under applicable fire code or the rules and regulations of FNB Burleson.

1.05. **Hold Harmless, and Indemnity.** FNB Burleson will not be liable to Licensee or to any Invitee, and Licensee waives any and all claims against FNB Burleson Parties, for any death, illness, or injury to person or damage to property caused by any act or omission of any Licensee Party or of any other person entering upon the Wilshire Room or the Building under express or implied invitation by Licensee or by any act

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or omission of FNB Burleson, its agents, officers, directors, employees, tenants, lenders, and contractors (FNB Burleson Parties) or by any condition of the Wilshire Room or the Building. Licensee agrees to indemnify, defend, and hold harmless FNB Burleson Parties of and from any loss, damages, liabilities, attorney's fees, expenses or claims arising out of any damage or injury to the person or property of any Invitees, FNB Burleson Parties, or both of them **(INCLUDING ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, ATTORNEYS' FEES, AND EXPENSES INCURRED OR SUFFERED AS A RESULT OF ANY FNB BURLESON PARTY'S NEGLIGENCE OR STRICT LIABILITY)**. FNB Burleson maximum liability for any breach of this License by FNB Burleson will be the amount of the Licensee Fee, and in no event, will any FNB Burleson Party be liable for any consequential, incidental, or punitive damages.

1.06 **Insurance.** Licensee, at its sole cost, must secure and maintain, and provide FNB Burleson with legally enforceable proof of the insurance coverages required by in the Rules and Regulations in Exhibit A.

SIGNED to be effective as of the latter of the two (2) dates set forth below.

**FIRST NATION BANK OF BURLESON**

**LICENSEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name: (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

Title: (print): \_\_\_\_\_

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

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

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**EXHIBIT A – RULES AND REGULAITONS**

The Wilshire Room is available to organizations including, community, business, and government organizations. Bookings will be on a first come, first serve basis. The Wilshire Room is available for up to seven consecutive days. Recurring bookings are allowed, but each such booking will be reviewed annually by FNB Burleson to accommodate reasonable access to eligible groups.

**ADDITONAL CONDITIONS OF USE**

LICENSEE, AT ITS SOLE COST, *MUST*:

- Collect the access key card during normal banking hours before the booked date
- Set up any equipment, chairs, and tables during the paid License Term
- Clean and restore the Wilshire Room to its original condition before leaving
- Return the key card according to bank requirements
- Report any damage immediately
- Observe strictly no smoking and no alcohol policies
- Leave the closing checklist on kitchen counter, completed and signed

LICENSEE, AT ITS SOLE COST, *MUST NOT*:

- Use the Wilshire Room before paying the Fee
- Cook, or permit, cooking in the Wilshire Room or the Building

**IF LICENSEE DOES NOT GIVE FNB BURLESON AT LEAST 24 HOURS ADVANCE NOTICE OF CANCELLATION, LICENSEE WILL REMAIN LIABLE FOR ANY FEE.**

**CLOSING CHECKLIST**

Please make sure all items have been accomplished and checked off list before leaving the Wilshire Room.

- \_\_\_\_\_ 1. Trash has been emptied into outside dumpster.
- \_\_\_\_\_ 2. Move air conditioner up to 80 degrees in the summer or the heater down to 65 degrees in the winter.
- \_\_\_\_\_ 3. Put all chairs and tables back into the position they were found.
- \_\_\_\_\_ 4. Turn off all lights – including restrooms.
- \_\_\_\_\_ 5. Make sure front double doors are locked.
- \_\_\_\_\_ 6. If any of the kitchen appliances were used, please make sure that they are turned off.

I verify that all items have been checked and I am leaving the Wilshire Room in an orderly fashion.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Date