

RENTAL CONTRACT

_____ **SOUTHSIDE CLUBHOUSE** – 1035 S. Magnolia, Luling TX 78648
_____ **NORTHSIDE CLUBHOUSE** – 300 Trinity Street, Luling TX 78648

This Rental Contract as made and entered into by and between The City of Luling, Texas, hereinafter called the “City”, and _____, hereinafter called the “Renter”.

Event type: _____ Event time: _____

Date(s) Reserved: _____

Fees:	<u>Refundable Deposit (Total):</u>	\$ 300.00
	<u>Deposit - Due at Time of Reservation to hold date(s):</u>	\$ 100.00
	<u>Rent</u> --Friday, Saturday, or Sunday (per day):	\$ 100.00
	--Monday, Tuesday, Wednesday, or Thursday (per day):	\$ 50.00
	<u>Options</u>	
	--Prior Day Setup (begins at 5:00 pm – see below)	\$ 50.00
	--Additional Per Hour Rate:	\$ 75.00
	--Clean Up Fee	\$ 100.00
	--PA System Use & Set Up Fee	\$ 50.00

Total Amount Due: \$ _____

Minus Deposit Paid: \$ _____

Balance Due (at least 60 days before event): \$ _____

The total deposit amount (\$300.00) and all rental fees must be paid in full by sixty (60) days prior to rental date for use of the facility. A portion of the deposit (\$100) is required and due at the time of reservation to reserve the rental date.

Prior Day Setup: Set up and teardown for the Renter’s event must be done on the same day as the event, unless the Pavilion is rented for more than one day. However, if the Renter wishes to set up for the event on the day before the event (the “set up date”), and the set up date has not been reserved by another renter within fourteen (14) days of the Renter’s event, then the Renter may purchase the set up at that time and set up starting at or after 5:00 p.m. on the set up date after paying the fee amount listed above.

Vacating the Clubhouse: The building must be cleared, cleaned and vacated, and the key returned to Dispatch, by midnight (or ending time if additional hours added) of the final rental date.

Additional Per Hour Rate: If the building is not cleared, cleaned and vacated, and the key returned to Dispatch, by midnight of the final rental date, then the additional hour rate (\$75.00/hour), noted above, may be added to the amount due for Rent and deducted from the deposit refund.

Deposit Refund: The Deposit due at time of reservation will not be refunded unless the Renter cancels the reservation for the use of the Clubhouse at least six (6) months before the Renter's event rental date. If the Renter leaves the Clubhouse in good and clean condition, and returns the key to Dispatch immediately after event on or before midnight of the final rental date, and all Rental Contract guidelines are followed, then the full deposit will be refunded, subject to the conditions listed in this Rental Contract.

Cancellation Policy: If Renter cancels the Rental Contract within sixty (60) days of the event date(s), Renter forfeits fifty percent (50%) of the total rental amount.

Security: Security is required for all events at the Clubhouse, unless approval is granted by Luling Police Department. The Renter is responsible for contacting the Luling Police Department, at **830-875-5407**, at least two weeks prior to the event to hire security officers. The minimum number of security officers for an event is one officer. Proof of security is required prior to the event. Failure to timely hire security for the event may result in cancellation of the event, or the City of Luling may schedule security officers and charge the Renter for the cost. **If, during or after the event, it is determined that no Security was scheduled by Renter, the City may choose to withhold the refundable deposit.** Security fees are **\$40** per officer, per hour. The City of Luling reserves the right to require additional security officers to attend the event, depending on the type of event and number of attendees.

WILL ALCOHOLIC BEVERAGES BE SERVED OR CONSUMED AT THIS EVENT?

CHECK: () YES or () NO

Alcoholic Beverages: If alcoholic beverages are sold or consumed at the event, the Renter must purchase and furnish proof of Liquor Host Liability Insurance (purchase through www.wedsafe.com) for the event with the City of Luling as a named insured, at least 14 days before the event (email copy to Zedler@cityofluling.net). **If, during or after the event, it is determined that alcohol was in fact present on the premises at the event without proper insurance coverage, permits or licenses, the City may choose to withhold the refundable deposit.**

Keys: All keys must be returned to Dispatch in the envelope provided immediately after event upon departure. If a key is lost, misplaced or not returned, the Clubhouse may be re-keyed, and the Renter will be responsible for all costs to re-key the building.

Parking: Parking is located in the paved parking lot next to the Clubhouse.

Personal Items: The City of Luling is not responsible for Renters', guests' or invitees' personal property that is lost, stolen or left behind. If found, left-behind property may be returned to the Renter at the expense of the Renter, guest or invitee.

Condition of Property: Any damage to the Clubhouse or its furnishings caused by the Renter, her/his guests and/or invitees, is the Renter's responsibility. All debris and garbage must be placed in the outside dumpsters at the Clubhouse at the end of the rental. The Renter shall pay all costs, up to and beyond the amount of the deposit(s), for damages, repairs and/or excessive clean-up related to the rental of the Clubhouse.

Clubhouse Grounds: No glass bottles (beer bottles), and no confetti or glitter, may be used in or on the Clubhouse grounds. Broken glass, confetti and/or glitter that is found in the building or on the grounds will require

removal at extra cost to the Renter. NO TAPE or double stick tape, tacks, nails, or screws allowed in or around building. Sparklers are not permitted, per City Ordinance; sparklers are classified as fireworks, no fireworks are allowed within the City limits.

Accidents, Injuries, Illness: The City of Luling and its officers, agents, employees, agents and servants are not responsible for any accidents, injuries or illness that occurs at the Clubhouse due to the actions or behavior of the Renter, her/his guests, and/or invitees. By signing this Rental Contract, the Renter agrees that he/she, and her/his guests and/or invitees assume the risk of harm arising from their use of the Clubhouse. For purposes of this Rental Contract, the Clubhouse includes the structure(s), contents, and areas around the structures that are owned by the City of Luling.

Release: By signing this Rental Contract, the Renter agrees to indemnify, defend and hold harmless the City of Luling and its officers, employees, agents and servants from all claims, disputes, litigation, judgments, costs, and attorney fees resulting from loss, damage, or injury arising from or caused by the Renter's negligence or recklessness, or the negligence or recklessness of Renter's guests or invitees.

Access: The City of Luling officers, employees, agents, and servants may access the Clubhouse at any time. If maintenance or repair issues arise during the use of the Clubhouse, please immediately notify Dispatch by calling **830-875-2411**.

Termination: The City of Luling may terminate this Rental Contract, evict the Renter and any or all guests and/or invitees, and retain the security deposit(s) in the event that (a) the Renter and/or a guest or invitee violates the law at the Clubhouse, (b) unruly behavior at the event creates the risk of harm to a person or persons at the Clubhouse, (c) unruly or negligent behavior at the event causes material damage to the Clubhouse and/or its furnishings, (d) the Renter does not pay pursuant to this Rental Contract, or (e) the Renter overstays beyond the agreed upon departure date/time. This termination clause does not limit the amounts recoverable from the Renter for damages, repairs and/or clean up.

By signing this Rental Contract, I acknowledge that I have read and do understand it, and that I accept its conditions and agree to abide by them.

Signature of Booking Guest

(Today's Date) Date Booked

Printed Name

Phone Numbers – Home & Cell

Alternate Contact Person Name

Alternate Contact Person - Phone Number

Address

City State Zip

Email Address (Renter)

Email Address (Alternate Contact)

Revised 12/12/17