

### **Community Center Rental Agreement**

#### **Event Coordinator**

Mike Schlabach 979.966.9853

### **Physical Address:**

Community Center 104 W. Colorado Sky St. PO Box 37 Ellinger, TX 78938 www.ellingertexas.com

#### **Mailing Address:**

Ellinger Chamber of Commerce PO BOX 37 Ellinger, TX 78938

# Ellinger Chamber of Commerce Community Center Rental Agreement

Type of Event:	Event Date:
Agreement Origination Date:	
Responsible Party ("Renter"):	Cell Phone:
Address:	Alt. Phone:
City/ST/ZIP:	Email:
This Rental Agreement ("Agreement") is conting the <b>Terms and Conditions</b> herein and remitting	ngent upon Renter reading, understanding and agreeing to all g a security deposit ("Deposit").
Security Deposit	
Chamber of Commerce Community Center ("E The ECC must receive the Deposit to guarantee prior to the event date, may result in return of ECC, PO BOX 37, Ellinger, TX 78938.  The security deposit will not be applied to the damages or excessive cleaning as defined here excessive cleaning. If the deposit exceeds thes Renter within 10 business days following the e have been paid in full by the Renter. If the cost 10 business days of receiving itemization there Five business days before the event date, the Five business days before the event date, the Five plus optional insurance premium. Any addition	equired in consideration for the reservation of the Ellinger CC") for the specific dates and facility areas described herein. It is the event date. Cancellation of this Agreement, up to 90 days of the deposit. Signed Agreement and Deposit may be mailed to:  Base Rental. The security deposit may be applied by ECC to any pain. ECC will provide an itemization of damages and charges for the ecosts, the balance of the deposit will be refunded to the event, provided all other payments due under this Agreement at the exceed the deposit, Renter shall pay ECC for such costs within ecof.  Renter shall pay the total amount due under this Agreement, and costs agreed upon after payment is made, will be due seven
days prior to the event date.	
Total Amount Due Prior to Event (SEE Exhibit	A – ECC Rental Rates)
Rental Option:	Base Rental: \$
Decorating/Set up Dates:	Additional Rent: \$
Beverages:	Beverage Costs: \$
Optional Insurance (# attending):	Premium: \$
Total Amount Due F	ive Business Days Prior to Event: \$

Page | 2

Initials \_\_\_\_\_

### **ECC Rental Agreement Terms and Conditions**

#### 1. Deposit and Rental Payments

- a. Deposit must be received on reservation date.
- b. Event Date is NOT guaranteed until deposit is received.
- c. Total amount due must be paid five business days prior to event date.

#### 2. Use of Facility

- a. Renter shall be entitled to use the portions of the facility based upon the selected Option, along with tables and chairs, during the term described in this Agreement.
- b. Renter must use the facility for the purposes stated in this Agreement only, which purpose shall not be in violation of the law.
- c. The ECC is a smoke free, tobacco free and weapons free facility and Renter shall maintain it as such during the term of this Agreement.

#### 3. INDEMNIFICATION AND RISK

	A. RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ECC, ITS OFFICERS,
Initial	DIRECTORS, THEIR FAMILY MEMBERS, AGENTS AND THE MEMBERSHIP ("INDEMNITY GROUP") FROM ANY LIABILITIES, FINES OR PENALTIES WHICH MIGHT ARISE DUE TO ANY VIOLATIONS, BY THE RENTER, ITS AGENTS OR GUESTS, OF ANY LAW OR ORDINANCE.
	B. RENTER ASSUMES ALL RISK AND LIABILITY AND SHALL INDEMNIFY AND HOLD
ilitiai	HARMLESS THE INDEMNITY GROUP FOR THE DEATH OR INJURY TO ANY PERSON OR
	LOSS OF PROPERTY OF ANY PERSON INCLUDING RENTER, ITS AGENTS AND GUESTS,
	OCCURRING ON THE RENTED PREMISES DURING THE TERM OF THIS AGREEMENT.
	C. BY SIGNING THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ECC HAS OFFERED
InitialIn	itial RENTER THE OPPORTUNITY TO PURCHASE LIABILITY INSURANCE. SEE EXHIBIT B —
	KALIFF INSURANCE FOR PREMIUM RATES.
4 Fve	ent Coordinator

a. If using an event coordinator, coordinator should contact the ECC Event Coordinator at least two weeks prior to the event.

Page	3	Initials	

#### 5. Decorating

- a. Nothing may be affixed to the walls, tables, other furniture or fixtures. This includes the use of, but is not limited to nails, staples, tape, self-removing products, thumb tacks. NO EXCEPTIONS. Wall hooks are installed and may be used for hanging décor or signs on the walls.
- b. The use of rice, bird seed, confetti, glitter, fireworks, sparklers, water balloons, bubbles, hay, sand, Frisbees or any other items deemed unacceptable by the ECC are strictly prohibited on the ECC property, including indoor and outdoor facilities.

#### 6. Alcoholic and Non-alcoholic Beverages

- a. Renter is responsible for paying for mandatory security during the time alcohol is served or sold. ECC Event Coordinator is responsible for scheduling the mandatory security. For events that require Peace Officers, the number of Peace Officers required, and the hourly rate shall be determined by the Fayette County Sheriff's Office. Renter must pay the Peace Officer(s) upon arrival at the facility.
  - b. Frozen alcoholic drink machines supplied by the host must be manned by an adult of the host party at all times. ECC is not responsible for machine malfunctions.
  - c. Any keg beer and wine ("Kegs and Wine") may be served until one hour after meal service begins. All Kegs and Wine must be purchased from the ECC. Kegs and Wine must be served by a responsible party. Renter may provide servers for Kegs and Wine or ECC personnel will serve Kegs and Wine for \$50 per hour up until one hour after meal service begins, at which time all beer, wine and non-alcoholic drinks (including soda and water), must be purchased from the ECC cash bar (exception bridal toast). Contact ECC Event Coordinator two weeks prior to the event for pricing and to order Kegs and Wine.
  - d. No alcoholic and non-alcoholic beverages available through the ECC shall be brought into or out of the ECC by the Renter, its agents or guests.
  - e. No drinks of any kind shall be allowed on the dance floor while dancing. It is the responsibility of the renter to enforce this rule. If excessive cleaning is required, as determined by the ECC, an additional \$75 charge will apply.
  - f. The use of a private, open bar must be negotiated with the ECC Event Coordinator; additional charges may apply.

#### 7. Excessive Clean Up

- a. Requirement of extended clean up due to excessive spillage and trash throughout the facility and outside the facility, including the parking area, as determined by the ECC Event Coordinator, may result in additional charges.
- 8. Renter responsibilities by the end of the term of this Agreement
  - a. Surrender the premises, all amenities and keys to the ECC.
  - b. Remove any and all of Renter's or its agents' or guests' property from the ECC.

- c. Dispose of all trash in the outside dumpster.
- d. Return all tables and chairs to their original locations per the diagram on the wall in dance hall. If tables and chairs are not returned per the diagram, a \$50 charge will apply.
- e. Remove all decorations and personal items from the facility.
- f. Monetary consideration for damages including, but not limited to broken windows, tables, chairs, graffiti, etc. will be at the determination of the ECC Event Coordinator.

I, the undersigned, state that I am the Renter or that I have full authority to enter into this Agreement on behalf of the Renter, and I acknowledge that I have read, understand and that I hereby agree to all the terms and conditions on all the pages of this Agreement.

RENTER	ELLINGER CHAMBER OF COMMERCE
Printed Name:	Printed Name:
Signature:	Signature:
Date:	Date:

## Exhibit A ECC Rental Rates

#### Option 1 – Full Facility

- Includes: dance hall, kitchen, dining room, pavilion, parking lot, cleaning after event, BBQ pits (renter must clean BBQ pits if used \$250 fee will be charged if pits are not cleaned)
- Standard Rate: \$900 for first five hours; \$50 per each additional hour
- Decorating/Set up Fee: \$100 per day
- Deposit: \$500 due at time of booking; deposit will be returned within business 10 days after event, less any amount due for damages.

#### Option 2 – Dance Hall and Kitchen

- Includes: dance hall, kitchen, pavilion, parking lot, cleaning after event, BBQ pits (renter must clean BBQ pits if used \$250 fee will be charged if pits are not cleaned)
- Standard Rate: \$700 for first five hours; \$50 per each additional hour
- Decorating/Set up Fee: \$100 per day
- Deposit: \$500 due at time of booking; deposit will be returned within business 10 days after event, less any amount due for damages.

#### Option 3 – Kitchen and Dining Room

- Includes: kitchen, dining room, parking lot, BBQ pits (renter must clean BBQ pits if used \$250 fee will be charged if pits are not cleaned)
- Standard Rate: \$300 for first five hours; \$50 per each additional hour
- Decorating/Set up Fee: \$100 per day
- Deposit: \$100 due at time of booking; deposit will be returned within business 10 days after event, less any amount due for damages.

#### Options 1 - 3:

- Rental fee begins when doors open to guests.
- Facility closes at midnight.
- Bar closes at 11:45 p.m.

#### Option 4 - Outside Pavilion with outside restrooms

- Includes: pavilion, outside restrooms, parking lot, BBQ pits (renter must clean BBQ pits if used \$250 fee will be charged if pits are not cleaned)
- Standard Rate: \$100 for first five hours; \$50 per each additional hour
- Deposit: \$50 due at time of booking; deposit will be returned within 10 business days after event, less
  any amount due for damages.

#### **Beverages:**

16-gallon kegs - \$200 each

Page | 6 Initials \_\_\_\_\_\_

- 8-gallon kegs pricing available upon request
- Wine Coordinate with ECC Event Coordinator for options and pricing
- Beer and wine coolers \$3 each
- Soda and water \$1 each
- Private, open bars may be negotiated with ECC Event Coordinator; additional fees may apply



ELLINGERTEXAS.COM • 979.378.2311
104 W. COLORADO SKY • P.O. 37 • ELLINGER TX 78938
"Where History and Hospitality Meet"

#### **INSURANCE ENDORSEMENT REQUEST FORM**

NAME OF PERSON/ORGANIZAION HOSTING EVENT:			
DATE OF EVENT (INCLUDE SET UP & TEAR DOWN):			
DETAILS OF TYPE OF EVENT:			
EXPECTED ATTENDANCE:			
 SIGNATURE	 DATE		

TOTAL ATTENDANCE	ESTIMATED PREMIUM
UNDER 50	\$77
51 - 100	\$99
100 - 200	\$110
201 - 400	\$121
400 - 550	\$132

Find us at www.Ellingertexas.com and on Facebook