



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 contingent upon Renter reading, understanding and agreeing to all the **Terms and Conditions** herein and remitting a security deposit ("Deposit").

Security Deposit

A Deposit in the amount of \$_____ is required in consideration for the reservation of the Ellinger Chamber of Commerce Community Center ("ECC") for the specific dates and facility areas described herein. The ECC must receive the Deposit to guarantee the event date. Cancellation of this Agreement, up to 90 days prior to the event date, may result in return of the deposit. Signed Agreement and Deposit may be mailed to: ECC, PO BOX 37, Ellinger, TX 78938.

The security deposit **will not be applied** to the Base Rental. The security deposit may be applied by ECC to any damages or excessive cleaning as defined herein. ECC will provide an itemization of damages and charges for excessive cleaning. If the deposit exceeds these costs, the balance of the deposit will be refunded to the Renter within 10 business days following the event, provided all other payments due under this Agreement have been paid in full by the Renter. If the costs exceed the deposit, Renter shall pay ECC for such costs within 10 business days of receiving itemization thereof.

Five business days before the event date, the Renter shall pay the total amount due under this Agreement, plus optional insurance premium. Any additional 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 Five Business Days Prior to Event: \$ _____

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

Initial **A. RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ECC, ITS OFFICERS, 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.**

Initial **B. RENTER ASSUMES ALL RISK AND LIABILITY AND SHALL INDEMNIFY AND HOLD 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.**

Initial **C. BY SIGNING THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ECC HAS OFFERED RENTER THE OPPORTUNITY TO PURCHASE LIABILITY INSURANCE. SEE EXHIBIT B – KALIFF INSURANCE FOR PREMIUM RATES.**

4. Event Coordinator

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

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

- _____ Initial
- 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
- 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

Exhibit B.

KALIFF INSURANCE

2009 NW Military Hwy, Suite 103, San Antonio, TX 78213

Phone 210-829-7634

Fax 210-829-7636

E-Mail: Sarah@kaliff.com

Items listed below are not acceptable for endorsement.

Permanent Tattoos, Body Piercing & Massages ▪ Haunted Houses ▪ Concerts/Promoters/Performers ▪
 Playground Equipment ▪ Wheelchair/Stroller Rentals ▪ Gun Shows ▪ Climbing Walls ▪ Inflatable Amusements
 (Includes Moonwalks, Bounces & Pillows ▪ Amusement Rides/Devices (Includes Gyroscopes & Spaceballs) ▪
 Child Care ▪ Sales of Tobacco Products, Autos or Auto Parts ▪ Rodeo Events ▪ Motorsports Events ▪ Ice/Roller
 Skating

Items listed below require additional premium and should be approved before acceptance for endorsement to your policy

Liquor Liability ▪ Pony Rides ▪ Petting Zoos ▪ Exotic Animals ▪ Game Booths/Arcades ▪ Dunking Booths
 Golf Carts/Scooters, Segways

Endorsement Request Form for Ellinger Chamber of Commerce

DATE: _____

INSURED: _____

By: _____

EVENT SPONSOR: _____

TYPE OF EVENT or PRODUCT/SERVICE PROVIDED: _____

EVENT DATE(S): _____ EST. ATTENDANCE _____

LIQUOR LIABILITY REQUIRED? _____ NO _____
 (MUST CALL FOR ACCEPTABILITY and/or PREMIUM)

PREMIUM: _____ + SERVICE FEE: _____ = TOTAL _____

Kaliff Special Event Pricing

Meetings ▪ Weddings ▪ Picnics ▪ Socials ▪ Dinners ▪ Trade Shows ▪ Small Animal Show & Clinic

TOTAL ATTENDANCE	PREMIUM
Under 50	\$61.96
51 – 100	\$83.91
101 – 200	\$95.14
201-400	\$106.33