



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 & Payment Due Date

A Deposit in the amount of 50% of the Standard Rate (defined as the rental rate for the first five hours of usage on the day of the main event) 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 60 days prior to the event date, will result in 100% refund of the Deposit. No refunds for cancellation will be given within 60 days of the event. Mail signed Agreement and Deposit to: ECC, Event Coordinator, PO BOX 37, Ellinger, TX 78938.

A portion or all of the 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 ("Damage Costs"). If the Deposit exceeds the Damage Costs, the remaining balance from the Deposit will be applied to the Rental Rate (defined in Exhibit A). If the Damage Costs exceed the Deposit, the Renter shall pay ECC for such costs within 10 business days of receiving itemization thereof.

Renter shall pay the final balance due under this Agreement, by 11 p.m. on the day of the main event. Any additional costs incurred after the final balance has been paid will be due upon request.

See Exhibit A for Rental Options and Rates

Rental Option: _____ Standard Rate: \$ _____

Decorating/Set up Dates: _____ Additional Rate(s): \$ _____

Beverages: _____ Beverage Costs: \$ _____

Low Hazard Insurance (# attending): _____ Premium: \$ Included in Standard Rate

Medium or Medium-High Hazard will require additional premium Additional Premium: \$ _____

Total Amount Due by 11 p.m. on Day of Main 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 by 11 p.m. on day of main event.

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, 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.**

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_____ **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.**

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_____ **C. BY SIGNING THIS AGREEMENT AND PAYING THE PREMIUM, RENTER ACKNOWLEDGES THAT ECC WILL ADD RENTER AS AN ADDITIONAL INSURED ON THE ECC LIABILITY INSURANCE POLICY. SEE AND COMPLETE EXHIBIT B FOR ENDORSEMENT.**

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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. ECC Decorating

- a. The ECC will be decorated for the holiday season from November 15 – January 15.
- b. These decorations will not be removed for any event.

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7. 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 always manned by an adult of the host party. ECC is not responsible for machine malfunctions.
- c. All Kegs and Wine (defined as keg beer and bottled or boxed 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 8 p.m., at which time all kegs will be removed from the floor and 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.
- g. Only ECC staff members are allowed in the bar. No guests will be allowed in the bar.

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8. Clean Up and Excessive Spillage

- a. All spilled food and liquid must be cleaned from all hall areas before departing main event.
- b. 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.

9. Renter responsibilities by the end of the term of this Agreement

- a. Remove all of Renter's or its agents' or guests' property from the ECC.
- b. Dispose of all trash in the outside dumpster.
- c. Return all tables and chairs to their original locations per the diagram on the wall in the dance hall. If tables and chairs are not returned per the diagram, a \$50 charge will apply.
- d. Remove all decorations and personal items from the facility.
- e. Surrender the premises, all amenities, and keys to the ECC.
- 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 Standard Rental Rates and Additional Fees (“Rental Rate(s)”)

Option 1 – Full Facility

- **Standard Rate:** \$1,400 for first five hours; \$50 per each additional hour
- **Decorating/Set up Fee:** \$150 per day
- **Move-out Fee:** \$100 for day following main event date
- **Rehearsal Dinner:** additional \$250
- **Deposit:** \$700 due upon booking
 - Deposit will be applied to Standard Rate, less any amount due for damages.
- **Includes:** dance hall, kitchen, dining room, pavilion, parking lot, liability insurance, cleaning after event, BBQ pits (renter must clean BBQ pits if used – \$250 fee will be charged if pits are not cleaned)

Option 2 – Dance Hall and Kitchen

- **Standard Rate:** \$1,100 for first five hours; \$50 per each additional hour
- **Decorating/Set up Fee:** \$150 per day
- **Move-out Fee:** \$100 for day following main event date
- **Rehearsal Dinner:** additional \$250
- **Deposit:** \$550 due upon booking
 - Deposit will be applied to Standard Rate, less any amount due for damages.
- **Includes:** dance hall, kitchen, pavilion, parking lot, liability insurance, cleaning after event, BBQ pits (renter must clean BBQ pits if used – \$250 fee will be charged if pits are not cleaned)

Option 3 – Kitchen and Dining Room

- **Standard Rate:** \$500 for first five hours; \$50 per each additional hour
- **Decorating/Set up Fee:** \$150 per day
- **Move-out Fee:** \$100 for day following main event date
- **Deposit:** \$250 due upon booking
 - Deposit will be applied to Standard Rate, less any amount due for damages.
- **Includes:** kitchen, dining room, parking lot, liability insurance, BBQ pits (renter must clean BBQ pits if used – \$250 fee will be charged if pits are not cleaned)

Options 1 – 3:

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

Beverages:

- 16-gallon keg – \$225 each (includes ice, cups are not provided)
- 8-gallon keg – pricing available upon request
- Hosted liquor bar or Wine bar – Coordinate with ECC Event Coordinator for options and pricing
- Beer and wine coolers – \$3 each; Soda and water – \$1 each

Exhibit B

KALIFF INSURANCE

2009 NW Military Suite 103, San Antonio, TX 782173

Phone: 210.829.7634

Fax: 210.829.7636

Email: will@kaliff.com

Group 1 – Low Hazard

Birthday Parties, Bingo, Cook Off, Dinners, Horse/Cattle/Goat Shows & Clinics (no audience participation or interaction with animals), Meetings (for non-annual policy), Movie Night (not Drive-In), Pony/Horse Pulls, Reunions, Socials, Weddings, Receptions, Award Presentation, Banquets, High School Band/Choir Rehearsals, Consumer Shows, Conventions, Fashion Shows, Graduations, Luncheons, Picnics

Group 2 – Medium Hazard • Group 3 – Medium-High Hazard

Items listed below require additional premium and must be approved prior to endorsement.

Medium: Arts & Crafts Show, Antique Show, Auctions, Car Shows (display-only), Comedy Show, Drive-Ins, Flea Markets, Food Service & Products, Fundraisers (not 5Ks/Runs), Home Shows, Pageants, Swap Meets, Trade Shows, Yard Sales, Walk-a-thon, Parade

Medium-High Hazard: Run/Walk/5K (roads blocked off, provide waiver/release), Dances/Balls, Proms

Group 4 – High Hazard

Items listed below are not acceptable for endorsement.

Alcoholic Beverage Sales, Amusement Rides & Devices, Body Piercing, Autos or Auto Parts, Camping, Child Care, Climbing Walls, Concerts, Dunking Booths, Exotic Animals, Fireworks Sales & Displays, Game Concessions, Golf Carts/Scooters, Gun/Weapon Sales & Shows, Haunted Houses, Massages, Mechanical or Inflatable Amusement Devices, Medical Testing (incl. blood pressure machines), Motorsports, Permanent Tattooing, Playground Equipment, Pony Rides, Real Estate Sales or Rentals (incl. Time Shares), Rodeos, Roller/Ice Skating, Segways, Teeth Whitening, Tobacco/Cannabis Sales, Wheelchair/Stroller Rentals, Animals with Audience Participation, Political Rallies

Endorsement Request Form

Today's Date: _____ Event Date(s): _____

Insured (Renter): _____ By: _____

Event Sponsor: _____

Type of Event or Product/Service Provided: _____

Planned Attendance (circle one): Under 200; 201 – 500; 501 – 1,500 Category (Group #): _____

Disclaimer

All pricing and underwriting decisions are made by the underwriter. Request for coverage or submissions of an application do not guarantee coverage for vendors/tenants. Kaliff Insurance reserves the right to decline coverage. This policy is excess of any other coverage. Policy language is controlling and supersedes.