



Community Center Rental Agreement

Physical Address:

104 W. Colorado Sky St.

PO Box 37

Ellinger, TX 78938

www.ellingertexas.com

979.378.2311

Mailing Address for Deposit:

Mike Schlabach

ECC Event Coordinator

209 Grover St.

Ellinger, TX 78938

979.966.9853

Ellinger Chamber of Commerce Community Center (“ECC”) Rental Agreement
104 W. Colorado Sky St.
Ellinger, Texas 78938
www.ellingertexas.com
979.378.2311

Type of Function: _____ Function 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.

A deposit in the amount of \$_____ is required at the time of signing of this Agreement in consideration for the reservation of the ECC for the specific dates and facility areas described herein. Cancellation of this Agreement, up to 90 days prior to the Function Date, may result in return of the deposit. The deposit **will not be applied** to the Base Rental. This signed Agreement and deposit must be returned to the ECC at the time of the reservation date to guarantee Function Date.

The deposit will be held until the end of the Rental Term and 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 Renter within 10 business days, 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 Function Date, the Renter shall pay the total amount due under this Agreement, plus optional insurance premium. Any additional costs agreed upon on after payment is made, will be due on the Function Date.

Total Amount Due Prior to Function (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 Prior to Function: \$ _____

ECC Rental Agreement

Terms and Conditions

1. Deposit and Rental Payments

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

2. Use of Facility

- a. Renter shall be entitled to use the portions of the facility based on 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.
- 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.

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.

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
Printed Name: _____
Signature: _____
Date: _____

ELLINGER CHAMBER OF COMMERCE
Printed Name: _____
Signature: _____
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: \$200 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: \$200 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.

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.

Options 1 – 3:

- Rental fee begins when doors open to guests.
- The facility closes at midnight.
- The bar closes at 11:45 p.m.

Beverages:

- Coordinate with ECC Event Coordinator for options and pricing
 - 8-gallon and 16-gallon kegs available
 - Wine
 - Beer, soda and water prices will be determined by the ECC
- Private, open bars may be negotiated with ECC Event Coordinator; additional fees may apply

Exhibit B

KALIFF INSURANCE

2009 NW Military Suite 103, San Antonio, TX 782173

Phone: 210.829.7634

Fax: 210.829.7636

Email: luana@kaliff.com

Items listed below are not acceptable for endorsement.

Permanent Tattoos, Body Piercing & Massages • Haunted Houses • Concerts/Promoters/Performers • Playground Equipment • Wheelchair/Stroller Rental • Gun Shows • Climbing Walls • Inflatable Amusements (Includes Moonwalks, Bounces & Pillows) • Amusement Rides/Devices (Including Gyroscopes & Space balls) • 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 of endorsement to your policy

Pony Rides • Petting Zoos • Exotic Animals • Game Booths/Arcades • Dunking Booths • Golf Carts/Scooters • Segways

Endorsement Request Form

Date: _____

Insured (Renter): _____ By: _____

Event Sponsor: _____

Type of Event or Product/Service Provided: _____

Event Date(s): _____ Estimated Attendance: _____

Premium Amount: _____

Kaliff Special Event Pricing

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

Total Attendance	Premium
Under 50	\$55.96
51 - 100	\$76.31
101 - 200	\$86.49
201 - 400	\$96.66