

BOOKING

Events may be booked up to fourteen (14) months in advance of the event date. A deposit will be required to book an event. INITIALS ____

PAYMENT

All payments must be in the form of a Cashier's Check or Money Order. Cash will NOT be accepted. Please make cashier's checks/money orders out to: KINNEY COUNTY. INITIALS ____

DEPOSITS

A deposit of \$500.00 for either the west wing or east wing or a deposit of \$1,000.00 for both wings is due at the time the space is reserved. "Tentative" holds for events is not allowed. The deposit reserves the date and will cover any damages from the event. If damages are not incurred, the deposit will be refunded approximately four weeks after the event. Lessor will pursue whatever actions necessary against negligence and excessive damage sustained to the Community Center. INITIALS ____

***INCLUDED IN THE RENTAL FEE**

A building fee that includes use of all tables and chairs, an electrical fee, and a cleaning fee is included in the rental fee and is non-refundable. INITIALS ____

^LATE FEE

A Lessee will be charged a late fee for any person in their party that occupies the building past 1:00 a.m. INITIALS ____

NO SUBLET

Lessee has no authority to sub-lease the premises. INITIALS ____

INSPECTION OF FACILITY: Inspection will be done at 8:00 a.m. the day before the booked event. Cleaning will be inspected by both Lessor and Lessee and will be accepted and approved by the Lessee on the day of inspection. There will be no touch-ups or restocking of supplies after both parties have agreed to inspection. Lessee will be responsible for any additional supplies. The Lessor is not responsible for any items left in the building after the event. INITIALS ____

ACCESS TO BUILDING

Lessee shall have access to the leased premises no sooner than 8:00 a.m. the day before the timed event and following inspection. Request for earlier access to the premises will require an **additional fee of \$150.00** per day. Lessee will pick up the key from the Sheriff’s Department when the initial inspection is done and will be responsible for the key until it is returned to the Sheriff’s Department once the event is over, and all personal items have been removed from the premises.

INITIALS _____

NON-PERMITTED ITEMS AND ACTIVITIES

There will be a **\$50.00 charge** if the stage is moved. Activities causing damage to floors, walls, and/or other structures are not permitted. For safety purposes, extension cords are not permitted to run across the floor. The use of tape, tacks, nails, or staples that could damage floors, walls, and/or other structures are not permitted. Throwing rice, confetti, glitter, and/or sparklers are not permitted on the grounds or inside the facility. Lessee shall not bring or permit anyone to bring glass containers into the facility or facility grounds. Glass decorations, such as vases, will be permitted. The Lessor reserves the right, at any time, to remove any glass beverage containers from the premises.

INITIALS _____

POSSESSIONS

All personal items must be cleared out of the facility by 2:00 p.m. the following day. A **\$30.00 charge** will be assessed for every hour after 2:00 p.m. and shall be deducted from your deposit. **NO EXCEPTIONS.**

INITIALS _____

SECURITY

The Lessee is responsible for their own safety and the safety of those associated with their event during the installation, display, and removal of all pre-event activities and/or decorations. Two Certified Peace Officers are required at all events. It will be the responsibility of the Lessee to make arrangements with the Kinney County Sheriff’s Department at the time of booking the Community Center. The cost of security will be a total of \$450.00. **All events shall be terminated by 12:00 a.m. Personnel overtime cost of \$25.00 per hour per officer will be deducted from the deposit if possession goes past 1:00 a.m. A charge of \$100.00 per hour will be assessed if possession goes past 1:00 a.m.**

INITIALS _____

SMOKING

Smoking is prohibited in all areas of the Kinney County Community Center.

INITIALS _____

EXIT DOORS & FIRE CODE

A 10-foot clearance, free of any physical obstruction, shall be maintained on both sides of all exit doors and entry ways. Lighted exit signs and their accompanying door cannot be blocked or locked during events. **Exit lights must remain on at all times according to National Fire Code, NFPA 29CFR1910.35 AND/OR NFPA 101. NO EXCEPTIONS.** All Fire Code discrepancy issues will be decided upon by the Kinney County Emergency Management Coordinator. **INITIALS** ____

CANCELATIONS

In order to receive a refund on the deposit, notice of cancelation must be given 30 days before the scheduled event. **INITIALS** ____

HOLD HARMLESS AGREEMENT

The Lessee agrees that the Lessor, its members, managers, and their respective assignees are not responsible for any injury, theft, damage, or losses to property, persons, or animals that may be incurred during this event on the premises. The Lessor shall not be held liable for any interruption or termination of an event-in-progress on the premises that may result from threats of any kind from any source or from information obtained that relates to imminent danger to the facility or any parts thereof and/or its occupants. Threats or information related to imminent danger includes, but is not limited to explosions, inflammables, weather conditions, and/or electrical supply. Any interruption or termination of a booked event on the premises, either prior to or during an event, as a result of threats or information related to imminent danger shall not invalidate this contract, nor shall the Lessor be liable for the failure of an event to take place. **INITIALS** ____

MARQUEE

The sign is part of the Community Center lease, and the message for the marquee shall be provided to the Lessor five (5) days prior to the booked event. In the event the Lessor needs to make an announcement to the public, the marquee will be shared. **INITIALS** ____

Notice for Marquee: *(please print clearly)*

Community Center Pre-Inspection & Inventory Intake

Lessee:

Event date:

East Wing

West Wing

Kitchen

Bathrooms

Number of Chairs

Tables

Trash Receptacles

_____ 55 gallon cans

Lessee

Signature

Date

Community Center Walk Through - Inspection Agreement

1. The use of tape, thumb tacks, nails or staples on floors, walls or other structures are not permitted.
2. Hanging drapes, flags, streamers from ceiling light extensions are not permitted.
3. Throwing rice, confetti, glitter, or sparklers is not allowed inside the building or on building grounds.
4. No glass containers allowed inside the building or on building grounds.
5. No lighted exit sign or accompanying door can be blocked or locked during the event.
6. All "Exit" signs, wall lanterns and ceiling light extensions must remain on during the event.
7. All lights must be turned off after the event.
8. Everyone must be out of the building by 1:00 AM. All items must be removed by 2:00 PM the following day.

DAMAGES TO THE INSIDE BUILDING OR BUILDING GROUNDS WILL RESULT IN
LOSING DEPOSIT REFUND AND ADDITIONAL CHARGES
WILL BE APPLIED IF NECESSARY FOR REPAIRS.

BY SIGNING THIS AGREEMENT, YOU AGREE AND UNDERSTAND THE RULES PUT IN
PLACE TO FOR THE SAFETY OF YOURSELF AND OTHERS.

LESSEE