

JAY F. FEIBELMAN
GARDEN RIDGE COMMUNITY AND EVENT CENTER
Location: 9500 Municipal Parkway, Garden Ridge, Texas 78266
Mailing: 9400 Municipal Parkway, Garden Ridge, Texas 78266
(210) 843-0509

RENTAL AGREEMENT

THIS RENTAL CONTRACT, hereinafter termed "Agreement", is entered into on the _____ day of _____, 20____, by and between the City of Garden Ridge, Texas, a municipal corporation ("CITY") and _____, hereinafter referred to as "RENTER".

1. **PREMISES/EVENT.** RENTER agrees to lease the Jay F. Feibelman Garden Ridge Community and Event Center ("Facility") for the period(s) of time and for the purpose(s) ("Event") stated below:

Term of Lease shall begin: _____, 20__ ____ a.m./p.m. to _____ a.m./p.m.

Event will begin: _____, 20__ ____ a.m./p.m. to _____ a.m./p.m.

Prior day set up date and time: (if applicable) _____, 20__ ____ a.m./p.m. to _____ a.m./p.m.

Day after clean up date and time: _____, 20__ ____ a.m./p.m. to _____ a.m./p.m.

Rental Area: Wildflower Room: Bluebonnet Room: Kitchen:
 Pavilions: Concession Room:

Type of Event: _____

Number Attending Event: _____

Will alcohol be present at Event? Yes No

Will alcohol be present during set up of Event? Yes No

Will alcohol be present during clean-up of Event? Yes No

Rental Deposit: \$ _____

Total Rental Fee: \$ _____

2. **RESTRICTIONS.** The Agreement granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement and in the Procedures and Guidelines attached hereto as Schedule “A” and incorporated herein by reference for all purposes. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of this Agreement and cancellation of any or all Event(s), in the sole discretion of the City Administrator.
3. **RENTAL FEES.** Rental fees (“Rental Fees”) are assessed by type, classification and length of Event as provided for in the Community and Event Center Fee Schedule, attached as Schedule “B” and incorporated herein for all purposes. Rental Fees are payable to the CITY fourteen (14) calendar days prior to the Event. **Failure to pay all Rental Fees by the required date will result in automatic cancellation of the Event and forfeiture of the Security/Clean Up Deposit (defined below).**
4. **DEPOSITS.** In addition to the Rental Fees, all RENTERS will be charged deposits (“Security/Clean Up Deposit”) depending on the use of the Facility. Security/Clean Up Deposits must be paid in full in order to secure the rental date and Facility requested. The following deposits may be required as determined by the City Administrator or designated representative:

- a. **Security Deposit.** A security deposit is required to secure the desired date and time. This deposit covers damage and clean-up of the Facility. The security deposit is refundable only if the Facility is left in a condition as described in the facility use guidelines, attached as Schedule “A” and incorporated herein for all purposes. An authorized CITY employee will inspect the Facility for cleanliness and damage within twenty-four (24) hours of the conclusion of the Event. The CITY employee’s determination regarding cleanliness and damage is final. Any refundable security deposit will be mailed to the RENTER within fourteen (14) days following the Event.

If cancelled in writing, the Security Deposit is refundable as follows:

- Ninety (90) days or more notice, 100% refund.
- Eighty-nine (89) days to thirty (30) days’ notice, 75% refund.
- Twenty-nine (29) days to fourteen (14) days’ notice, 25% refund.
- Thirteen (13) days to day of Event notice, no refund.

- b. **Electronic Equipment Deposit.** An electronic equipment deposit for the use of any electronic equipment provided by the CITY is required. An authorized CITY employee will inspect the electronic equipment for damage or loss within twenty-four (24) hours of the conclusion of the Event. An additional \$25.00 will be withheld from the electronic equipment deposit if the ceiling projector is not turned off. The CITY employee’s determination regarding damage or loss of equipment or ceiling projector is final. Any refundable electronic equipment deposit will be mailed to the RENTER within fourteen (14) days following the Event.

5. **POLICE SECURITY.** The CITY reserves the right to require one or more certified Police Officers to be present at an Event at the expense of the RENTER. The City Administrator or designated representative will determine the number of Police Officers required for an Event. The Community and Event Center Manager will coordinate security arrangements with the Garden Ridge Police Department (“GRPD”).
- a. Certified Police Officers are required when alcohol is present during the terms of this Agreement or as deemed necessary by the size and type of the Event.
 - b. Police Officers will remain on the premises at all times during the terms of this Agreement.
 - c. The off-duty rate of pay is \$40.00 per hour, with a four (4) hour minimum and must be paid directly to the Police Officer. Payment must be in the form of cash or certified checks.
 - d. The GRPD shall schedule Police Officers for all required Events. In the event GRPD Police Officers are not available, GRPD may schedule Police Officers from an outside entity.
 - e. If RENTER requests Police Officers from an outside agency, the Chief of Police or designated representative must approve such Police Officers from the outside agency.
 - f. The parties acknowledge and agree that the CITY shall not be responsible for the actions and safety of RENTER or any of RENTER’S guests, patrons, or anyone else coming upon the Premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting RENTER’S property or the property of such persons from loss or damage.
 - g. The CITY reserves the right to cancel the Event at any time prior to or during the Event for failure to comply with the terms of this section. Any decision to cancel an Event for failure to comply with security requirements is final. Cancellation of an Event pursuant to this section of the Agreement shall not be considered a breach of this Agreement.
6. **LIABILITY FOR DAMAGES.** The CITY shall be authorized to retain any portion of the Security/Clean Up Deposit as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Premises during or in connection with the Event. If the Security/Clean Up Deposit is insufficient to cover the total cost of damages, RENTER shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages within twenty-four (24) hours after the conclusion of the Event, the CITY shall calculate the

amount of excess damages after that date and shall send RENTER an invoice showing such amount, which RENTER shall pay within thirty (30) days of receipt.

7. **INSURANCE.** If an admittance fee or any other charge for attendance is required for entry to an Event, the RENTER must provide the CITY with a Commercial General Liability insurance policy written on an occurrence basis and with a combined single limit of not less than \$100,000 to cover the Event. The CITY shall be named as an additional insured. A certificate of insurance meeting the requirements of this paragraph must be delivered to the CITY not later than fourteen (14) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize the CITY to cancel this Agreement and retain the Security/Clean Up Deposit.
8. **INDEMNITY.** RENTER agrees to and shall indemnify, save and hold the CITY harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in a way connected with staging of the Event, including but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by the Complex, the CITY, its officers, directors or employees, unless caused by their gross negligence and/or willful misconduct. It is the express interest of the parties that, by the terms hereof, the Complex and the CITY may be indemnified for the consequences of its own negligence (other than gross negligence).
9. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon the Premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, and CITY laws and ordinances, as well as all rules and regulations provided by the CITY to regulate behavior at the Premises. RENTER and its patrons, customers, guests, directors, employees and agents shall observe all posted signs on the Premises at all times. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at the CITY'S discretion, be removed from the Premises.
10. **LICENSES AND PERMITS.** Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.
11. **NON-ASSIGNMENT.** RENTER may not transfer or assign this Agreement, sublease the Premises, or allow use of the Premises other than as herein specified, without the express written consent of the CITY.
12. **CONTROL OF PREMISES AND RIGHT TO ENTER.** In permitting RENTER to use the Premises under this Agreement, it is understood by the parties that the CITY does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Duly authorized representatives of the CITY may enter the Premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTER.

13. **PLACE OF PERFORMANCE.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Comal County, Texas.

14. **OCCUPANCY INTERRUPTION.** In the event that the CITY, due to conditions beyond its control, such as building damage caused by fire, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which the CITY has no control, should find it impossible to provide the Premises as contracted herein, the CITY may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.

15. **RENTER,** by signing this Agreement, hereby certifies that all information contained in this Agreement, the application and acknowledgement forms relating to said Agreement is true and correct, and RENTER further agrees and acknowledges that failure to provide true and correct information may result in cancellation of the event.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the CITY and RENTER. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the year and day first above written.

CITY OF GARDEN RIDGE, TEXAS:

RENTER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Address: _____

Phone #: _____

Email Address: _____

SCHEDULE A

SCHEDULE B

**CITY OF GARDEN RIDGE
JAY F. FEIBELMAN GARDEN RIDGE COMMUNITY CENTER**

PROCEDURES AND GUIDELINES

HOURS OF OPERATION: The Jay F. Feibelman Garden Ridge Community Center cannot be utilized prior to 6:00 a.m. and all events must conclude in ample time to vacate the facility by 12:00 a.m. Vacating of facility by 1:00 a.m. may be allowed if requested and a fee of \$150.00 is paid two weeks in advance of the event.

MUSIC AND NOISE: All doors in the Community Center must remain closed, except ingress/egress, while music is being played or sound amplification equipment is being utilized. After 11:00 p.m. all music and noise from sound amplification equipment must not exceed 60db, as measured at a point outside of the Center's front doors with the door closed.

CAPACITY OF THE BUILDING: The *Wildflower Room* capacity is limited to 600 people. The *Bluebonnet Room* capacity is limited to 40 people.

SMOKING: Smoking is prohibited in the Jay F. Feibelman Garden Ridge Community Center.

CHAPERONES: One (1) Chaperone per twenty-five (25) minors must be present and responsible for the activities at each event which predominately consists of minors.

DECORATIONS: All decorations, streamers, etc. will be secured on provided hardware located on the walls in the *Wildflower Room*. Tape, nails, staples or any other penetration fasteners are prohibited. Decorations requirement must be coordinated through the City's representative.

RECEPTIONS/PARTIES: Rice, birdseed, glitter, confetti cascarones, confetti filled products and silly string are prohibited from being used at the Jay F. Feibelman Garden Ridge Community Center.

KEYS: Keys will be available and must be picked up at a time scheduled with the City's representative at the Community Center. City personnel may not be available after hours or on weekends to issue keys. At the end of the event the keys will be left at the Community Center following the guidelines for securing the building. A \$25.00 fee will be deducted from the security deposit if the keys are removed from the facility following the event. Keys are not to be duplicated.

NSF FEES: A \$30.00 charge will be applied to all returned checks and the event is subject to cancellation.

USER understands that no food products or grease can be deposited in any sink in the Jay F. Feibelman Garden Ridge Community Center. Food products or grease deposited in any sink may result in the forfeiture of the deposit.

USER understands and agrees that the Mayor, City Administrator, or the City Representative is the final authority on matters pertaining to this agreement and such decisions are final and must be authorized in writing.

THE CITY reserves the right to modify or adjust rates as necessary to tailor facility for individual or unique uses. The City reserves the right to refuse rental of the Jay F. Feibelman Garden Ridge Community Center.

USER's initial indicates understanding and agreement with these provisions. _____

PRINT NAME: _____