

The REGENCY Room

3508 Canal Avenue, Nederland, Texas 77627

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www.TheRegencyRoom.com

Rental Agreement

Guest(s) of Honor: (ex: Bride/Groom) _____

Tenant (Responsible Party): _____ (List the one person we should communicate with.)

Mailing Address: _____ (Where refundable security deposit is mailed).

Mobile Phone #: _____ HM or WRK Phone #: _____ Email: _____

Date(s) Reserved: Month: _____ Day(s): _____ (M T W TH F SA SU) Year: _____

Event Package: _____ for Guest Count (Estimated): _____ MAX

Actual Event Time: _____ am/pm to _____ am/pm

How did you hear about The REGENCY Room? _____

A security deposit is required to reserve a date, the check will be cashed and is not credited to the rental amount due. The security deposit will be refunded (less \$75 processing fee) if the event is cancelled within 7 days of booking date*. If cancelled between the 8th and 30th day from booking date* then 50% of all deposit and rents paid will be refunded. If canceled after the 30th day from booking date* NO REFUNDS of deposit or rents will be given. Otherwise, if all the terms of this agreement are fulfilled with no damages, released security deposits are refunded 1 week after the event to the above named responsible party and address. *(booking date=when deposit was paid),

1. The full rental fee is due in full **60 days** prior to the date of the event. Balance is due on _____ (Final Due Date.) (If the amount due is not paid by the due date, a \$10.00 late fee per day, for up to 10 days, shall be charged until balance is paid. After 10 days late if the amount due is still not paid, the event will be cancelled and all payments and deposits will be forfeited.)
2. **Access to the venue will only be available during the rented hours on the day of the event.**
From: _____ AM/PM Until: _____ AM/PM
** ONE full hour planning meeting for you and any outside caterers, decorators, DJ, or hostesses is included, but by appointment only. Please arrange all parties to meet at one time and email us at least 2 preferred dates/times to work with, when all your parties will be available. We will try our best to accommodate everyone. Additional planning time may be purchased at \$25.00 per hour, and must be scheduled in advance.
3. Tenant is responsible for any items broken or damaged and will be required to repair or replace at the tenant's expense and funds may be withheld from deposit.
4. With the exception of guests entering and exiting the building, doors are to be closed at all times so as not to create a noise problem to adjoining residents, and to insure proper air conditioning and/or heating of the facility. **(Do not leave doors propped open while unloading prior to event (bugs, A/C).**
5. **Alcohol of ANY type is NOT permitted** without prior consent and signed addendum.
6. **No fireworks, crayons, markers, glitter, red wine, pink or red punch, red icing or anything involving red dye is allowed. No gum allowed.**
7. **The large trees and wood furniture are not to be moved or have items added to them or items removed from them, without prior consent.**
8. **Birdseed, rice, and bubbles may be used outside the building. Please do not use confetti or hay bales anywhere for any purpose.**
9. **Candles must be inside a container that prevents them from dripping on anything, including the floor, linens, tables, or any of the fixtures in the building.**
10. **Do not use glue, staples, nails, or pushpins. Please use 3M wall hooks designed to prevent damage to walls. Do not stand on tables or chairs. Please bring your own ladder for decorating and un-decorating.**
11. **The Regency Room is a smoke free facility. No tobacco products are allowed inside. Guests may smoke outside and use the disposal receptacle provided.**

12. **No animals of any type are allowed in the building for any reason, other than licensed service animals (ie: seeing eye dog)**
13. **The projector cord is a 9-pin monitor plug (most laptops have this plug) Whatever device you use to play photos or video must have this type of plug. If you want to play music at the same time as video, it must be on a separate device. It will not play music from the same device that the photos or video are played on.**
14. After Midnight, rental time extensions will be charged at \$150.00 per hour. We do not rent partial hours. If the building is not vacant before end of rental time, an additional hour will be charged.
15. Vehicles left overnight in parking lot or street may be towed at the owner's expense.
16. There can be NO preparation of raw food or refrying of fully prepared foods in the kitchen per Health Department Regulations. Our "kitchenette" is a warming station and food storage area only. Any Dutch oven, roasters or crockpot type Warmers require special voltage, so only one per outlet (no multi-plugs allowed) in order to prevent overloading breakers
17. For individual's protection, **NO** running or horseplay will be allowed in The Regency Room. **Tenant and/or Parents are responsible for their children at ALL times.**
18. **Our facility is NOT available to rent for parties for children 14 & under.** 15 yr old and up parties require at least one adult chaperone (Age 25+) for every six minors and not allow excessively loud music, running, horseplay, or illegal conduct at any time.
19. For security purposes, the premises (both interior and exterior) are under 24 hour recorded video surveillance.
20. Any changes to the rental plan must be requested in writing via email and are subject to approval.
21. Any additional parking needed is the responsibility of the Tenant. Tenant expressly waives all claims of liability against The Regency Room (and/or owners thereof) for any damages to vehicles or other personal property. Tenant assumes all risks.
22. All safety and health regulations must be observed and enforced.
23. Tenant may use the catering service of their choice. Tenant shall be responsible for the actions, food preparation, and liabilities of said catering services. Tenant agrees to protect, indemnify, defend, and hold harmless landlord from any liability or claims of whatever nature arising out of or in connection with, but not limited to the negligence, errors, omissions, actions, or inactions of said caterer. No grease frying or hot grease vats shall be allowed. No products which tend to cause lingering odor or potential spill damage to the floors or walls may be used. Specifically boiled crawfish, boiled crab, and boiled shrimp are prohibited unless authority from Landlord is secured in writing.
24. Tenant is responsible for any outside vendors they hire (damages, messes, access and coordinating).
25. Table covering of some sort is required for the large wooden buffet table to prevent scratches and damage.
26. Tenant shall release, indemnify, keep and save harmless, The Regency Room, its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Tenant or person attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Tenant of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.
27. The Regency Room is not responsible for any valuable items left in the facilities. The Regency Room should be locked when not in use, but building tenants may use common restroom facilities during this rental period. The Tenant should take necessary precautions to protect valuable property.
28. We reserve the right to refuse the patronage of any Tenant or guest if they do not comply with the rules and terms of this agreement. Failure to comply with the rules of this contract will result in partial or full loss of my damage deposit
29. I will not hold Nibor Properties, LLC, Robin Broussard, or dba The Regency Room, (including any employees or contractors representing these entities and persons) liable or responsible for any accidents to person or property caused by my negligence, intentional acts, or other fault, arising out of my use of The Regency Room and further agree to hold the same harmless or indemnify them as to any legal action that may ensue because of my fault.
30. **Impossibility Clause: The Regency room and/or the owner's thereof shall not be held liable for failure to perform according to this agreement due to a fire, electrical failure, act of God, or other conditions beyond our control.** In such cases there shall be a 21 day grace period for the facility to be repaired to "as good or better" condition and tenant shall be given first choice of available dates to reschedule their event. If repairs are not completed within 21 days after the date of damage, then tenant shall have the option of receiving a full refund of all rents/deposits paid and cancelling reservation if they so choose. If the owner cannot perform according to this agreement due to transfer of ownership, business closure or other reasons, a full refund will be given as full damages with no further obligation to tenant. Tenant shall pay to replace or repair (at our discretion) any damaged or missing items.

The REGENCY Room

EVENT PACKAGE: _____ \$ _____

EXTRAS: _____ \$ _____

_____ \$ _____

_____ \$ _____

GRAND TOTAL (Rental Fees): \$ _____

Refundable Security (damage) Deposit: \$ _____

Rental BALANCE DUE: \$ _____ On or BEFORE: ___ / ___ / _____

I have reviewed, understand & agree to all of the terms of this rental contract. I understand that my event date is NOT reserved and this contract is NOT valid until my Security Deposit is paid in full.

Signature

Date

Pick up and Lock up

NOTE: Damage deposit may not be refunded if there is gum or candy stuck anywhere, wax drippings, stains on carpet, marks on walls or ceilings, food left out,etc.

***Please do not use any red or dark dye based liquids/juices. If linens are stained and cannot be professionally cleaned, the cleaning or replacement charge will be deducted from tenant's deposit.**

1. All items must be removed from the fridge and the doors must be closed. No food or trash should be left in the building after an event.
2. Tenant must immediately take care of any spillage. If tenant is unable to remove spillage, The REGENCY Room will have area professionally cleaned at Tenant's expense.
3. Tie up trash bags & take out to the city cans behind the building.
4. Turn off all lights, lock door and replace key in lockbox

***If pick up/lock up takes longer than rental time reserved, then additional rental fees may apply.**

