

Karnes City Columbus Club

517 E. Calvert Ave

Karnes City, TX 78118

830 254-8020

info@kccolumbusclub.org

www.kccolumbusclub.org

HALL RENTAL AGREEMENT

Thank you for selecting the Karnes City Columbus Club ("Club") Hall located at 517 E. Calvert Ave., Karnes City, Texas 78118 ("Building") for your event. To ensure that your event will go smoothly, the Club has compiled this Hall Rental Agreement ("Agreement") for use of the facility.

Renter Name ("Renter"): _____, Type of event: _____

Reservation Date: _____ from _____ am/pm to _____ am/pm
(hereinafter referred to as the "Event"). **EVENTS MUST END BY 12:00 MIDNIGHT**

Renter and the Club may be referred to collectively herein as "parties" and singularly as a "party". For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. A security deposit ("Security Deposit") of _____ *One Hundred Fifty Dollars (\$150) or* _____ *[Two Hundred Fifty Dollars (\$250.00) for late night events]* shall be paid in advance of the Event upon execution of this Agreement. The Club will refund any portion of the Security Deposit not used for reasonable clean-up and/or repair of the Building following the Event. Renter shall be liable to the Club for any clean-up or damage repair expenses which exceed the Security Deposit.
2. The daily Building rental fee ("Rental Fee") is Three Hundred Fifty Dollars (\$350.00), and the Rental Fee is payable before access to the building
 - a. If the building is available for set up before the day of the event a \$50 fee is applied for up to four hours. If setup exceeds four hours the setup fee is \$100.
 - b. Clean-up may be performed by noon the day after the event IF the building is available. If the building is not available the day after the event, cleaning must be performed the day/night of the event.
3. PAYMENTS: Any payments made under this Agreement by check shall be made payable to "Karnes City Columbus Club". Zelle is also accepted.
4. The Security Deposit is non-refundable if you cancel your booking less than 45 days from the scheduled start date of the Event.
5. Maximum occupancy in the Building is 250 persons.
6. All damages to the Building must be reported to Club management immediately.
7. Any law enforcement official shall have the right to enter the Building at any time during the Event. Law enforcement shall also have the authority to close the Building and declare the Event closed, if in their opinion, conditions warrant such action. **Any incident involving law enforcement officers is to be reported to Club Management with 8 hours.**

8. Any Club management member shall have the right to enter the Building at any time of setup, cleanup, and/or time of the Event.
9. Alcohol _____ *will* _____ *will not* be served or otherwise be available to or consumed by guests at the Event. In determining whether to rent the Building to you, the Club is relying on your representations regarding the presence of alcohol at the Event
10. If the Event is scheduled to continue beyond 8:00 p.m. you must hire, at your expense a minimum of one (1) security guard. The security guard(s) will patrol the Building and parking lot at all times during the Event and the security guards must meet the following requirements:
 - Each security guard must be a sheriff, sheriff's deputy, constable, constable's deputy, marshal, or police officer in an incorporated city ("Peace Officer");
 - The Peace Officer must work an average of at least 32 hours a week and must be paid the minimum wage or higher rate while performing his/her duties as a Peace Officer;
 - The Peace Officer cannot be a reserve Peace Officer;
 - The Peace Officer must be attired in standard Officer uniform; and
 - The Peace Officer must be entitled to all benefits offered to a Peace Officer by the state or political subdivision.

If the security guards are unable to keep your guests under control or if the security guards or the Club determine, in their sole discretion, that individuals present at the Event are engaging in illegal conduct, causing a danger to themselves or others, or creating a public disturbance, the security guard and the Club have the right to immediately end the Event and your right to be in the Building shall immediately terminate. Your Security Deposit may also be forfeited.

THE SECURITY OFFICER MUST BE BOOKED THROUGH THE KARNES CITY POLICE DEPARTMENT (830 780-2300)

THE SECURITY OFFICER MUST REMAIN ON PREMISES UNTIL PREMISES ARE VACATED.

- 11. RENTER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CLUB AND THE CLUB'S MEMBERS, FAMILY MEMBERS, AGENTS, REPRESENTATIVES, TRANSFEREES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, LAWSUITS, CAUSES OF ACTION, PROSECUTIONS, OR OTHER ACTIONS ("CLAIMS") BROUGHT BY ANY PERSON OR ENTITY AS A RESULT OF, ARISING FROM, OR CAUSED BY, IN WHOLE OR IN PART, THE ACTS OR OMISSIONS OF RENTER OR RENTER'S GUESTS AND THEIR USE OF THE CLUB'S BUILDING PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS ARISE FROM OR WERE CAUSED IN WHOLE OR IN PART BY THE CLUB'S NEGLIGENCE OR GROSS NEGLIGENCE OR THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OF THE INDEMNIFIED PARTIES. RENTER IS ACCEPTING THE CLUB'S BUILDING FOR USE "AS IS, WHERE IS, AND WITH ALL FAULTS,"**

AND THE CLUB IS MAKING NO REPRESENTATION THAT THE BUILDING IS SAFE FOR USE OR THAT IT IS SUITABLE FOR THE PURPOSES FOR WHICH RENTER WILL BE USING IT. RENTER HEREBY RELEASES THE CLUB FROM ANY LIABILITY IT MAY HAVE FOR ANY INJURY, DEATH, OR PROPERTY DAMAGE RENTER OR RENTER'S GUESTS MAY SUFFER THROUGH THE USE OF THE CLUB'S BUILDING, EVEN IF IT IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CLUB. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT APPLIES TO ALL NATURE OF CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR BODILY INJURY OR DEATH TO ANY PERSON, DAMAGE TO OR DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, AND CLAIMS ASSERTED AS A RESULT OF CONSUMPTION OF ALCOHOL AT THE EVENT. THIS DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT APPLIES TO CLAIMS ASSERTED BY ANY PERSON OR ENTITY. THIS INDEMNITY CLAUSE SHALL HAVE NO APPLICATION TO ANY SEGMENT OF RENTER'S ACTIVITIES WHICH ARE COVERED BY ANY ANTI-INDEMNITY STATUTE PROHIBITING INDEMNIFICATION OF THE INDEMNIFIED PARTIES FOR THAT PARTICULAR ACTIVITY.

RENTER SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE INCURRING OF COSTS OF REQUIRED REPAIRS AND CLEANUP WHICH MAY RESULT FROM RENTER'S ACTS OR OMISSIONS IN THE BUILDING. RENTER IS NEITHER AN AGENT NOR AN EMPLOYEE OF THE CLUB, AND THE CLUB SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE RENTER'S EVENT NOR TO CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS, OR DAMAGING CONDITIONS PRESENT AT THE EVENT. THE CLUB DOES NOT WARRANT AND HAS NOT WARRANTED THAT THE BUILDING IS SUITABLE FOR THE EVENT. IN THE EVENT RENTER FAILS TO DILIGENTLY PURSUE NECESSARY ACTION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES, THE INDEMNIFIED PARTIES MAY FULLY DEFEND SUCH ACTIONS AND RENTER SHALL PROMPTLY REIMBURSE THE INDEMNIFIED PARTIES FOR ALL EXPENSES INCURRED. THE INTENT OF THIS INDEMNITY PROVISION IS TO PROVIDE INDEMNITY FOR THE INDEMNIFIED PARTIES SO THAT THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION, OR SUITS FOR DAMAGES ARISING FROM OR CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OR OTHER ACTS OR OMISSIONS OF RENTER.

12. The Club is not responsible for the loss of any property belonging to the Renter or Renter's invitees or guests. The Club is also not responsible for any accidents that may occur during your Event.
13. This property is equipped with video cameras for the safety and security of our guests.
14. The Club reserves the right to refuse use of the Building to any person or group.
15. Renter shall not have the right to assign this Agreement, in whole or in part, to one or more assignees.

16. This Agreement contains the entire agreement of the parties and supersedes and replaces any and all prior verbal agreements or representations between the parties regarding the Event. This Agreement is performable in Karnes County, Texas, and any action arising out of this Agreement shall be brought in Karnes County, Texas. This Agreement may be amended only by a written instrument executed by all of the parties hereto. The parties have not relied on any statement, representation, warranty or agreement of the other party or of any other person on such party's behalf, except for the representations or agreements expressly contained in this Agreement.
17. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.
18. In the event any provision or any portion of any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, illegal, or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Renter and the Club regarding the Event.
19. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.
20. This Agreement shall be of no effect, and no right to use the Building shall be effective unless the same is signed by Renter and an authorized officer or representative of the Club.
21. Application, administration, and enforcement of this agreement is at the sole discretion of Club Management.

By signing this Agreement, you agree to abide by its terms and comply with all rules and conditions.

| | | |
|--|---------|------|
| | | |
| Signature of Renter | Phone # | Date |
| email of renter: _____ | | |
| Mailing address to return deposit: _____ | | |

| | | |
|---|---------|-------------|
| | | |
| Signature of Columbus Club Representative | Phone # | Date |
| email: info@kccolumbusclub.org | | Rev 01-2024 |

RULES AND HOUSEKEEPING REQUIREMENTS

- A. PARKING: VEHICLES ARE TO BE PARKED IN LOT BEHIND BUILDING AND ON STREETS. Church parking lot is to be used only for overflow parking. DO NOT PARK NEXT TO CHURCH RECTORY.
- B. **Loud music is not allowed. MUSIC MUST BE NO LOUDER THAN 100 DECIBELS.**
- C. Renter shall not be allowed to pierce the walls or other surfaces with any nails, staples, or tacks, nor shall Renter put tape on any walls, floor, or other surfaces in the building. Nothing shall be hung from the ceiling. Only 3M Command® Brand Damage Free hangers may be used, and only on the fiberglass wall panels and on glass surfaces.
- D. HANGING OR ATTACHING OBJECTS TO ACOUSTICAL PANELS WILL RESULT IN IMMEDIATE SHUT DOWN OF EVENT.
- E. **NO CANDLES NOR OPEN FLAME IN BUILDING**
- F. Firearms are not allowed on Club premises. Exception: Licensed law enforcement officers.
- G. Skate boards, scooters, washers, and washer boards are prohibited on Club property.
- H. Discarding of food on the premises or in the Building will be prohibited.
- I. Absolutely no smoking including e-cigarettes in the Building. Non-compliance with this provision may result in forfeiture of the Security Deposit.
- J. Smoking is only allowed in BBQ pit area.
- K. Pets are not allowed in the Building.
- L. Trash bags, hand towels, toilet paper, and hand washing soap will be furnished by the Club. Renter must provide all other supplies for the Event, including but not limited to paper products, cleaning supplies, serving utensils, food and drinks, eating ware and cups. **NO FOOD OR LIQUID SPILLS SHALL BE LEFT UNATTENDED IN THE BUILDING.**
- M. Under no circumstances will anything be removed from the Building. The Renter will be held responsible for any loss or damage to the Building caused by your use. A fee of equal replacement value will be charged for any items removed.
- N. You will abide by all "Rules for Hall Rental" displayed in the Building.
- O. Immediately upon Renter's completion of use of the Building, the Building shall be left in a clean condition, all items such as tables and chairs shall be put away, the bathrooms and kitchen areas shall also be cleaned, all outdoor trash is to be picked up, floors will be swept, and all trash will be removed from the Building and put in the receptacles behind the Building. If cleanup is not done properly, you will be subject to losing part or all of your Security Deposit as set forth in Paragraph 1 herein.
- P. All doors must be locked after the Event.
- Q. **BEFORE LEAVING THE PROPERTY, PICK UP ALL TRASH OUTSIDE OF BUILDING, IN PARKING LOT, ON STREET, AND IN CHURCH PARKING LOT. DEDUCTION OF PART OR ALL OF DEPOSIT WILL BE APPLIED IF THIS RULE IS NOT FOLLOWED.**

Rev 04-2023

Signature of Renter