

Karnes City Hermann Sons Lodge #215
120 S. Market St.
Karnes City, TX 78118
kchermannsons.org kchermannsons215@gmail.com

LODGE RENTAL AGREEMENT HALF DAY (NOT AVAILABLE ON SATURDAYS)

Thank you for selecting the Karnes City Hermann Sons Lodge ("Lodge") located at 120 S Market St., Karnes City, Texas 78118 ("Building") for your event. To ensure that your event will go smoothly, the Lodge has compiled this Lodge 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 9:00 PM UNLESS APPROVED BY LODGE OFFICERS**

Renter and the Lodge 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)* shall be paid in advance of the Event upon execution of this Agreement. Failure to clean the lodge properly, return it to its original order, comply with the rules, or if there is damage to the building or its contents may result in partial or full loss of the security deposit. Renter shall be liable to the Lodge for any clean-up or damage repair expenses which exceed the Security Deposit.
2. The half day Building rental fee ("Rental Fee") is *One Hundred Fifty Dollars (\$150.00)* for non-members and *One Hundred Twenty Five Dollars (\$125)* for Karnes City Hermann Sons Lodge members, and the Rental Fee must be paid at least 3 days prior to the scheduled start date of the Event. Half day rentals are limited to 6 hours.
 - a. Access to the Building the day before your Event is not available for half day rentals.
 - b. Clean-up must be performed during your 6-hour time allocation.
3. Cleaning can be performed for a fee of *One Hundred Fifty Dollars (\$150)*. This must be paid for prior to your Event. This DOES NOT include trash pickup. The cleaning fee is in addition to the security deposit.
4. Any payments made under this Agreement by check shall be made payable to "Karnes City Hermann Sons". Payments can also be made through Zeffy.
5. The Security Deposit is non-refundable if you cancel your booking less than 15 days from the scheduled start date of the Event.
6. Maximum occupancy in the Building is 75 persons.
7. All damages to the Building must be reported to a Lodge officer immediately.
8. 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 a Lodge Officer immediately.**
9. Any Lodge officer shall have the right to enter the Building at any time of setup, cleanup, and/or time of the Event.

10. 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 Lodge is relying on your representations regarding the presence of alcohol at the Event. **Alcohol sales are not allowed.**

If you are unable to keep your guests under control or if the Lodge determines, 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 Lodge has 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.

- 11. RENTER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LODGE AND THE LODGE'S OFFICERS, 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 LODGE'S BUILDING PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS ARISE FROM OR WERE CAUSED IN WHOLE OR IN PART BY THE LODGE'S NEGLIGENCE OR GROSS NEGLIGENCE OR THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OF THE INDEMNIFIED PARTIES. RENTER IS ACCEPTING THE LODGE'S BUILDING FOR USE "AS IS, WHERE IS, AND WITH ALL FAULTS," AND THE LODGE 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 LODGE 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 LODGE'S BUILDING, EVEN IF IT IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE LODGE. 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 LODGE, AND THE LODGE 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 LODGE 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 Lodge is not responsible for the loss of any property belonging to the Renter or Renter's invitees or guests. The Lodge 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 Lodge 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 Lodge 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 Lodge.
21. Application, administration, and enforcement of this agreement is at the sole discretion of Lodge Officers.

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 Lodge Representative	Phone #	Date

email: kchermannsons215@gmail.com

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RULES AND HOUSEKEEPING REQUIREMENTS

- A. Parking: Vehicles are to be parked on the street and not on the grass around the building.
- B. Loud music is not allowed.
- C. Alcohol sales are not allowed.
- D. 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 on glass surfaces ONLY.
- E. **NO CANDLES NOR OPEN FLAME IN BUILDING.**
- F. Firearms are not allowed on lodge premises, except for licensed law enforcement officers.
- G. Skate boards, scooters, washers, and washer boards are prohibited on Lodge property.
- H. Discarding of food on the premises or in the Building will be prohibited.
- I. Absolutely no smoking including e-cigarettes on the property. Non-compliance with this provision may result in forfeiture of the Security Deposit.
- J. Pets are not allowed in the Building.
- K. Trash bags, paper towels, toilet paper, and hand washing soap will be furnished by the Lodge. 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.**
- L. 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.
- M. You will abide by all "Lodge Use and Safety Policy" displayed in the Building.
- N. 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.
- O. All doors must be locked after the Event.
- P. **BEFORE LEAVING THE PROPERTY, PICK UP ALL TRASH OUTSIDE OF BUILDING, AND ON STREET. DEDUCTION OF PART OR ALL OF DEPOSIT WILL BE APPLIED IF THIS RULE IS NOT FOLLOWED.**

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Signature of Renter