

The Event Center @ Bevil Oaks

RENTAL AGREEMENT

This contract defines the terms and conditions under which The Event Center @ Bevil Oaks (hereinafter referred to as TEC), and _____ (hereafter referred to as the Client) agree to the Client's use on _____ (event date).

This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by a TEC representative and the Client.

Client Information

Client Name(s): _____

Address: _____

Telephone #: (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____

Phone: _____

Approximate Number of Guests: _____

Type of Event: _____

Date of Event: _____

Time of Event: _____

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

Rental Hours

The Event Center is available to rent from 8 am to midnight.

You are given 30 minutes before and after the event for setup and clean-up time free of charge.

Please note: **Alcohol is not allowed at The Event Center.**

Call 409-753-1475 for rental information and availability.

Please be advised, we do not accept reservations by phone. The Event Center is available on a first-come, first-served basis, and full payment is due at rental signing.

Residential Rental Rate

- \$75 per hour- minimum 2-hour rental
- \$500 for 6-hour rental. If renting for six hours, the client will have the facility from 8 am-midnight
- \$25 set up and tear down
- \$350 refundable garbage/cleaning deposit (Clients are responsible for ALL clean-up). A separate check will need to be written for this deposit. This check will NOT be cashed unless there are damages and/or additional clean up required.

Non-Residential Rental Rates

- \$100 per hour- Minimum 2-hour rental
- \$750 for 6-hour rental. If renting for six hours, the client will have the facility from 8 am-midnight
- \$25 set up and tear down fee
- \$350 refundable garbage/cleaning deposit. (Clients are responsible for ALL clean-up). A separate check will need to be written for this deposit. This check will NOT be cashed unless there are damages and/or additional clean up required.

Building Details

- Maximum Capacity - 150 to 200 (depending on set-up)
- Room Size - 54 feet x 35 feet
- Building Equipment
- Kitchen (no stove)
- Refrigerator
- 100 Stackable Chairs
- 30 - 6-foot Tables
- 2 Restrooms
- Central Air/Heat

Cleaning/Damage Deposit

A One Hundred and Fifty Dollar (\$150.00) security deposit shall be due from CLIENTS upon signing this Agreement. CLIENTS security deposit shall be refunded by check mailed to the address provided by CLIENT within fourteen (14) days or it can be picked up at the office following the Event Date after inspection by TEC and a determination has been made of the following:

- 1) The building and surrounding property, including landscaping, must have no damage and be left in the exact condition as prior to CLIENTS' event.
- 2) No paint, stain or glue may be used on any part of the building or landscaping. No puncturing of walls, furniture or any other décor.
- 3) The property must be entirely cleaned of personal belongings/decorations by the end of the Rental period on the evening of the Event.
- 4) Remove all trash, including but not limited to, cans, bottles, food items, cigarette butts, decorations, and place all in the designated trash receptacles.
- 5) Costs for repair and/or replacement for any damages occurring to the Venue and/or any facilities located on the grounds during CLIENTS ever (including but not limited to the items listed above) shall be deducted from the Security deposit.
- 6) Should additional cleaning be required, in addition to standard cleaning of the facility, additional cleaning fees at the rate of One Hundred Dollars (\$100.00) per hour shall be deducted from CLIENTS Security Deposit.
- 7) In the event that the Facility or any furnishings or landscaping are damaged in an amount in excess of the Security Deposit, TEC shall prepare an itemized list of damages and repair costs and payment shall be due immediately from CLIENT.

A check list will be given to the Client to ensure that the cleaning requirements of TEC are met and to help ensure that the Client receives their deposit refund.

- ☐ 50 % of Reservation Deposit (for anticipated Rental Time) – **Received:** _____
- ☐ \$350 Cleaning/Damage Deposit (refundable)- **Received:** _____
- ☐ \$25 Set up/Tear Down Fee- **Received:** _____
- ☐ Remainder of reservation balance- **Received:** _____
- ☐ Final Payment (All payments made) by: _____

Payment Methods:

1. **Check-** the check for the reservation will need to be a separate check from the check for the cleaning/damage deposit. For the cleaning/damage deposit, the payment will be given back to the Client IF there is no additional cleaning needed and IF there is NO damage. The cleaning/damage deposit check will NOT be cashed UNLESS the previously mentioned things occur. ***All checks should be made payable to the City of Bevil Oaks***
2. **Card-** There is a card processing fee. For the cleaning/damage deposit, the payment will be refunded back to the card IF there is no additional cleaning is needed and IF there is NO damage. The refund may take up to 7-10 business days.

Please return signed rental agreement, all attachments and initial deposit to:

**The City of Bevil Oaks
7525 Sweetgum Rd
Beaumont, TX 77713**

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

Cancellation Policy

In the unlikely event the CLIENT should cancel, all deposits are nonrefundable. TEC shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of this contract in which case the provisions of this cancellation policy also apply. The CLIENT shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of TEC.

Rules and Regulations

Alcoholic Beverages are strictly prohibited on City Property.

TEC does not accept any responsibility for damage or loss of any articles or property left at TEC prior to, during or after the Event. The CLIENT agrees to be responsible for any damage done to TEC by the CLIENT, his guests, invitees, employees, vendors or other agents under the CLIENTS

TEC shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of his guests, invitees, employees, vendors or other agents from any accident or casualty occasioned by the failure of the CLIENT to maintain the premises in a safe condition or arising from any other cause. The CLIENT, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against TEC for any such loss, damage, or injury of the CLIENT, and hereby agrees to indemnify and hold TEC and its representatives free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom, included but not limited to attorney fees.

Conditions of use

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to:

- Playing loud music or making any noise at a level that is not reasonable under the circumstances.
- The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Client is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site.
- Absolutely **NO SMOKING OR VAPOR PRODUCTS** inside the Facilities. Smoking or vapor products are allowed in the designated smoking areas only and all tobacco products are to be extinguished and disposed of in the outside receptacles only.
- There shall be **NO FIREARMS** on the Grounds at any time.
- Unless otherwise noted, no glass bottles or containers are allowed – Only canned drinks or plastic bottles will be allowed inside the facility without the permission of TEC. This does not include the serving glassware provided by Caterers.
- The following items are prohibited: confetti, rice, Japanese lanterns, decals and stickers, silly string, glue, nails, screws or any similar item that may cause harm to animals and people, landscaping, vehicles or the Facility.
- TEC may take or use any pictures, photographs, and/or moving images taken during the setup, take-down or the actual Event. These images will remain the property of TEC and may be used for advertising purposes by TEC.

In addition to this agreement, the following documents have been read and understood by the client.

1. NO ALCOHOL ON CITY PROPERTY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

(Client) _____ / _____ (Signature) (Date)

2. RULES AND CONDITIONS FOR USAGE

(Client) _____ / _____ (Signature) (Date)

They are signed and attached to this document and are a binding part of this agreement.

EXECUTED on this ____ day of _____ between the following parties:

CLIENT:

TEC:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Checklist for Clean Up		
Completed	Items to Clean up/Pick Up	Notes
<input type="checkbox"/>	Landscaping	
<input type="checkbox"/>	Trash outside	
<input type="checkbox"/>	Trash inside	
<input type="checkbox"/>	Cigarette butts	
<input type="checkbox"/>	Cans	
<input type="checkbox"/>	Bottles	
<input type="checkbox"/>	Personal Belongings	
<input type="checkbox"/>	Food Items on tables/Counters	
<input type="checkbox"/>	Food Items in Icebox	
<input type="checkbox"/>	Clean Counters	
<input type="checkbox"/>	Put Chairs Up	
<input type="checkbox"/>	Put Tables Up	
<input type="checkbox"/>	Sweep	
<input type="checkbox"/>	Mop	
<input type="checkbox"/>	Clean Bathrooms	
<input type="checkbox"/>	Take Out Trash	
<input type="checkbox"/>	Wipe Down Tables	