



**Community/Conference Center
Rental Agreement**

City of Leon Valley
ATTN: Amber Anthony
6400 El Verde Road.
Leon Valley, Texas 78238
(210) 684-1391 ext: 232

Security Company Dispatch #: 210-681-8268

1. Premises

This *Rental Agreement*, made and entered into on this _____ day of _____, _____, by and
Today's Date Month Year
 between the *City of Leon Valley*, a municipal corporation of the State of Texas, herein after called "*City*" and

Full Name and Phone Number of Renter Here

For an event to be held on _____, Herein after called "RENTER", agrees
Date of Event
 to the terms and conditions, which the RENTER and all individuals and groups represented by the RENTER agree to uphold, keep, and perform.

2. Payments

Please choose appropriate rental space.
Review next page for distinguishing details of the facilities.

- The Conference Center
- The Community Center

2.1 Required Fees

Additional services and amenities are separately charged. See listing of all *Priced Services/Amenities* available for events on *City* property. Upon submitting the Rental, the RENTER is required to submit signed copies of all appropriate attachment forms referred to in this *Rental Agreement*.

- Depending on the circumstances, RENTER may also have to submit other attachments.
- This Rental Agreement cannot be processed and the day of the event cannot be secured until all appropriate attachments are signed and completed.

<u>REQUIRED FEES</u>	<u>Exhibitor's Rental Charge</u>			
Damage deposit = \$ _____	Item	Cost	Amount	Total Due
Rental/s charges total = _____	Tables & Chairs	INCL.		0.00
Security personnel= _____	Podium w/mic	30.00		0.00
Clean-up (after event) _____	Projector screen	\$125.00 \$ 25.00		0.00 0.00
Required Fees Subtotal = _____	Total			
Additional Amenity Fees Requested _____				
TOTAL = \$ _____				
Additional Hours Charge = \$ _____				
Exhibitor's Charge = \$ _____				
Required Fees Subtotal = \$ _____				

2.2 Security Policy

Security officers are required to oversee the property during events that may or may not offer alcohol to guests both during and outside normal business hours. Security is also required at other events that the Chief of Police determines as an event in need of security officers.

The *Security Policy* is enforced to contribute to a peaceful and comfortable presence at the complex, the safety of *City* staff and guests, and protection of the property of the *City* and guests. The *City* organizes all security services of the rental facilities; the Renter must utilize the Security personnel offered by the *City*.

2.3 Date, Set-up and Event Time

Event Date: _____

Set-up Time: ___: ___ AM/PM to ___: __ AM/PM (Total hours: ___@\$ ___/hr security= \$ _____

Event Time: ___: ___ AM/PM to ___: __ AM/PM (Total hours): ___ @\$___/hr security=\$_____ Total Security\$_____

***Note: No changes in hours later than two weeks prior to your event is allowed. Event must cease at 12 midnight and premises vacated. Failure to do so may result in additional charges or forfeit of your deposit.**

2.4 Security/Damage Deposit

RENTER shall pay the *City* a *Security/Damage Deposit*, in the amount of \$ _____. ___ when this *Rental Agreement* is submitted, to confirm the reservation of the rental space/s. Checks should be made payable to the *City of Leon Valley*. Make sure the name of the hosting individual/ group/organization is noted on the check.

If the terms in this *Rental agreement* are upheld, the facility has been inspected and *City* staff has determined that there are no damages, damage may include but is not limited to the facility and equipment, the *Security/Damage Deposit* shall be refunded to the person named in **Section 19, Authorized Agent** under "Refund Check Issued to." The refund check and invoice will be postmarked typically no later than thirty (30) business days from the last day of the rented period.

2.5 Multipurpose Space

RENTER is aware that the complex and each building are multi-use facilities where several events may be scheduled concurrently and parking may be limited due to the other events.

2.6 Additional Hours Charge

Number of total hours in excess of the hour duration: ___/hours
Number of total hours outside of the normal operating hours: ___/hours
Price of *Additional hours* per hour: \$___. __ /hour
Total cost of additional hours: \$____. ___

2.7 Payment Agreement

RENTER further agrees to pay to the *City* on demand any and all sums, which may be due to the *City* for all required fees listed in this *Rental Agreement*, amenities/services listed in attachments, and special accommodations or materials as may be requested by RENTER and approved by the *City*. All dues must be paid by a check, cash, money order or cashier's check. Credit cards (only Visa and Master Card) are accepted only at our *City Hall* location.

2.8 Subtotal of Required Fees

These required fees listed below do not include additional service charges listed in the attachments. The full payment of the Required Fees Total is due no later than sixty (60) days before the Commencement Date of the event.

2.9 Purpose & Agenda

3. Agenda & Purpose of Event

Purpose/Type of Event

Purpose of Event: _____

3.1 Non-Discrimination

It is understood that the Rental spaces are owned by the *City* and that any discrimination by RENTER or his/her agents or employees, because of ethnicity, color, religion, national origin, gender, handicapping condition or any other personal trait that does not endanger other guests at the event is strictly prohibited. Admission into the event must not be determined by any discriminatory judgment.

3.2 Performance Quality

RENTER agrees that no activity, performance, exhibition, presentation, or entertainment that is potentially dangerous to the public or which is illegal, indecent, or obscene will occur at the *Leon Valley Conference and Community Centers*.

3.3 Sales & Taxes

All retail sales, including entrance fees, tickets, and any other sales conducted at the *Community Center and Conference Center* must be requested as a Special Request. **The vendors requested by RENTER and authorized by the City must possess the approved license to conduct sales. A special request for sales must be submitted sixty (60) days before the event, including the business name of vendor, contact name, vendor’s Tax ID number, product sales list, business address, phone number, and copy of retail license. This information will be used to verify the collection of sales tax.**

RENTER must pay all taxes, of any sales conducted on property, including but not limited to tickets, admissions, foods, refreshments, and other items/services, during the *Term of the Rental* listed on **Section 2.3**, and any license fees and taxes lawfully levied against it during the *Term of the Rental*.

3.4 Subletting

RENTER shall not assign, sublet or pledge this Rental or any part thereof, nor make alterations to the premises without *City’s* written consent.

3.5 Cancellation Policy

RENTER can recover one hundred percent (100%) of the initial *Security/Damage Deposit* if the event is cancelled no later than sixty (60) days prior to the Commencement Date. If a letter of cancellation is not postmarked or submitted to staff before this date, the RENTER will forfeit one hundred percent (100%) of the *Security/Damage Deposit*.

3.7 Renter’s Responsibility

RENTER assures the *City* that the descriptions of the event in **Section 3.8**, documented below, correctly depict the title, schedule of activities, and the purpose of the event. The *City* reserves the right to review the intended use of the Rental spaces. The RENTER may not use the Rental spaces for any purpose other than that specifically agreed to by the *City*.

4. Fundamental Agreements & Understandings

4.1 Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit any provisions of this *Rental Agreement*.

4.2 False Alarms

There are no refunds for the time that an event is interrupted by an alarm or evacuation of the premises.

4.3 Lessor’s Right of Entry

The *City of Leon Valley* does not relinquish the right for *City* staff to enter and inspect the Rental spaces at any time and does not relinquish the right to control the management and operation of the rental facilities. **The City retains the right to control the enforcement of all necessary and proper rules of the rental facilities, reserving the right to interrupt or cancel an event that has not fulfilled the Rental Agreement.** There is no refund for a city cancelled event.

4.4 Alcoholic Beverages Policy

Check the box below that appropriately matches the RENTER’s plans for serving alcohol:

- No alcohol served at the event
- Alcohol Sales
- Private/Family event: Serving alcoholic beverages to friends and family at no charge.
- Any event classification: Contracting a licensed agency/individual to serve alcohol.

If the RENTER sells alcohol or contracts a vendor to sell alcohol, RENTER must submit a copy of their caterer’s TABC liquor license.

No alcohol may be served during the preparation and decorating of the event. If the RENTER is allowing individuals under the age of twenty-one (21) years of age to attend the event, the RENTER is required to appoint adults over the age of twenty-five (25) to monitor the distribution of alcohol to avoid underage drinking. If the security officers determine that there is under-age drinking at an event they will cite the minors, close down the event, and the RENTER will lose the deposit.

4.5 Aisles and Entries

RENTER will keep all entrances, exits, stairways, doorways, corridors & passageways clear at all times.

4.6 Food Policy

Check the box below that appropriately matches the RENTER's plans for serving food:

- No food served at the event.
- Food Sales
- All events: contracting a caterer/catering agency with a Food License to serve/deliver meals.
- All events: redistributing prepared food by a licensed food vendor.
- All events: directly providing food/snacks without food license.

If the RENTER plans to sell food or contract a catering agency to sell food, a temporary food license must also be obtained from the Community Development Department.

4.7 Alterations/Decorations

RENTER will not cause or permit any changes, alterations, repairs, painting or staining of any part of the Rental spaces, furnishings or equipment. All equipment, Christmas decorations remain in centers unless prior arrangements have been made with staff.

- ****No products such as helium balloons that could rise to the ceiling.**
- **NO STAGE CAN BE SETUP.**
- Helium arches secured to the ground are permitted if contained in arches
- No application of damaging adhesive materials to walls or other surfaces of the Rental premises without the prior approval of the City.
- Do not **scotch tape**, tack, staple, nail or attach to wall surfaces in any manner that would damage walls or floors.
- Remove all decorations at the end of the event. The City does not provide a ladder or any tools.
- ****No candles permitted in the rental facilities without approval from the Leon Valley Fire Marshal. Note: there is a \$50.00 fee for candle use permits.**

4.8 Seating Capacity

In no circumstance, shall any event held at either center or other shall be in excess of the designated area capacity as determined by the Fire Chief. Estimated Number of Guests for this function: _____ guests.

4.9 Lost Items

City shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the Rental premises, and the RENTER or any person in the RENTER's employ shall not interfere with the collection or custody of such articles. RENTER acts as the representative of all guests and reserves the right to discuss with the City about the status of any lost items. All items are turned into the Leon Valley Police Department.

5. Removal of Renter's Property

In the event that the RENTER's property has not been removed by the *Termination Time & Date* approved by the City, the City is hereby authorized to remove and store/discard all property at the expense of the RENTER. The City will not be liable for any damages or loss to such goods, wares, merchandise or other property, which may be sustained. The City is entitled to charge an hourly rate for the amount of time that the property is under the City's possession.

6. Damages and Repairs

RENTER is responsible for physical damages and repairs. RENTER agrees to take reasonable care of the premises or any portion of the rental space/s. All equipment is the property of the City and it is strictly prohibited to assemble, disassemble, move, operate or rearrange any fixture or equipment (except tables and chairs and authorized amenities).

7. Attorney's Fee

If the City is required to file suit to collect any amount owed it under the contract or to enforce and defend the contract, and prevails in litigation, City shall seek to collect the amount owed and litigation costs, including reasonable attorney's fees, which both parties agree are at least ten percent (10%) of the principal amount awarded by the Court.

8. Renter's Representative

If the RENTER is completely or partially absent from the event, a designated representative of the RENTER, must remain on the premises during the *Term of the Rental* detailed on **Section 2.3**. The *RENTER's Representative* is responsible for enforcing the *Rental Agreement* and is the on-site contact for communicating with the City on the RENTER's behalf. The *Renter's Representative* is named on **Section 19, Authorized Agent**. Whether present or absent from the event, the RENTER still remains completely responsible for all agreements in this *Rental Agreement*, *attachments* and official notices.

9. No Waiver

No waiver by the *City* of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of same of any other covenant, condition or stipulation hereof.

10. Rules and Regulations

1. No smoking inside either building, smoking is permitted outside.
2. All accidents must be reported to the local police. Emergency- 911, Non-Emergency- 684-3215.
3. RENTER shall be responsible for informing their guests that children must be supervised at all times.
4. **THE PUBLIC IS NOT ALLOWED IN BUILDING EXCEPT DURING POSTED OPEN TIMES.**
5. No pets will be allowed in the buildings without authorization of *City*.
6. The *City* reserves the right to regulate the posting of signs on the premises.
7. **NO CONFETTI IS ALLOWED AS TABLE DECORATION.**
8. The roll-up industrial door is not accessible for renters.
9. Only the main entrance is for guests to enter the building, but additional entry is open for fire safety.
10. Sawdust or any other substances applied to the floor are prohibited.
11. It is prohibited to drive any vehicles on the facilities patios, entrances or inside the buildings.
12. **NO SMOKE/FOGGING MACHINES ALLOWED PER LEON VALLEY FIRE MARSHAL (SETS OFF ALARMS)**
13. **No red punch is allowed.**
14. **No decorative ceiling lights due to close proximity to fire sprinklers**

11. Penalty Fees

Late Event Date Change Fee - If the Renter requests an event date change more than thirty (30) days before the event, there is no cost. If the renter requests a change of date between 15-29 days before the event, there is a \$100.00 charge. If the renter requests an event date change 1-14 days before the event, there is a \$150.00 charge.

Late Exit Fee – A fee of one hundred dollars (\$100.00) will be charged to renters that fail to exit the facility at the time agreed in the Rental agreement.

12. Insurance

The City encourages that the RENTER purchases general liability coverage for the event, naming City as an insured. Renter will indemnify, provide the defense for such indemnification, and hold the City harmless from all cost arising out of any and all claims, suits, causes of action, and liability resulting from any damages or injuries to any person(s) and any damage and/ or injury. The city will also be held harmless from the presentation of any copyrighted work or material or violation of any other proprietary rights, any of which arise in conjunction with or are occasioned by RENTER’s use of the center or premises.

If the RENTER serves, sells, arranges or provides for the serving or sale of food or alcohol, then RENTER, representing all the event guests and participants, accepts full liability and holds the City harmless from any and all liabilities, including but not limited to litigation brought due to the sale or donation, as well as damages arising from consumption, of such food or alcohol.

13. Force Majeure

If the (a) Leon Valley Community & Conference Centers or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Rental spaces for the purposes and during the periods specified in this *Rental Agreement*, or (b) if the use of the Rental spaces by the RENTER shall be prevented by a natural disaster, strike, lockout, material or labor restrictions by any government authority, civil riot, flood or any other cause beyond the control of the *City*, then this *Rental Agreement* shall terminate. *City* shall not be liable or responsible to RENTER for any damages caused thereby and RENTER hereby waives any claim against the *City* for damages by reason of such terminations except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by *City* to RENTER.

14. Severability

In case of one (1) or more of the provisions contained in this *Rental Agreement* shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this *Rental Agreement* shall be considered as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Notices

All requested changes to this *Rental Agreement*, attachments, or plans in coordination must be in writing. Any notices required or appropriate under this *Rental Agreement* shall be given in writing to RENTER at this address: Community Center Manager, *City of Leon Valley* 6400 El Verde Road, Leon Valley, Texas, 78238-2399.

16. No Assignment

This *Rental Agreement* is non-transferrable. It cannot be assigned and any attempt to assign this *Rental Agreement* will terminate all rights and privileges herein granted.

17. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas, all obligations of the parties created herein are performable in Bexar County, Texas, and venue for litigation hereunder lies exclusively in Bexar County, Texas.

18. Entire Agreement

This *Rental Agreement* contains the final and entire agreement between the parties hereto, all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this *Rental Agreement*, none of which shall hereafter bind the parties hereto. It is the intent of the parties that neither shall be bound by any term, condition or representation not herein written in this Rental Agreement or contained in attachment.

19. Authorized Agent

The signer of this *Rental Agreement* for RENTER hereby represents and warrants that he or she has full authority to execute this *Rental Agreement* on behalf of RENTER.

In witness whereof, we have affixed our signature, on this ____ Day of _____, _____.

Day
Month
Year

RENTER: X _____ X _____

Printed Name of Renter
Signature of Renter

ORGANIZATIONS ONLY: X _____ of _____

Job Title / Role of RENTER
Organization / Affiliation

STAFF SIGNATURE: _____ TITLE: _____ Date: _____

20. Contact and Refund Information

Security/Damage Deposit
MAIL Check to: _____

Name (please print)

Address

city/state/zip code

Phone/Cell: () _____ - _____
Fax (if a bus. organization only) () _____ - _____

Alternate Phone () _____ - _____ Cell () _____ - _____

21. Corporate/Tax Exempt Information

Corporate Sponsored Events ONLY

Corporation: _____, Incorporated.

Name of Corporation (leave blank if not sponsored by a Corporation)

TAX ID Status _____ TAX ID # _____ Year of Incorporation _____

Corporate Address: _____
Phone: () _____ - _____ FAX: () _____ - _____