

**Driftwood Community Center**

**Rental Agreement**

**Email:** **DriftwoodCommunity@gmail.com**

**USER/EVENT INFORMATION**

USER Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Event Date(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Date (if first not available): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Start Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Attendees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Max. 49)

Do you have any special needs or questions?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional set up instructions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes:

**Rental Fee/Hour: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Number of Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total Rental Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Damage Deposit: $ 300**

**TOTAL Amount Due: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payable to DHCS, PO BOX 314, Driftwood, TX 78619**

**Amount Received: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_ Received By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Terms and Conditions of Rental Agreement**

Driftwood Historical Conservation Society (“DHCS”) hereby agrees to rent the Driftwood Community Center located at 15112 W RR 150, Driftwood, Texas 78619 (“Premises”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“USER”) in accordance with the USER/EVENT INFORMATION described on page 1 of this Rental Agreement and the terms and conditions set forth below.

**Restricted Premises Use:** Activities and uses which are not consistent with the mission and vision of DHCS stated below are prohibited:

"Preserving and enhancing Driftwood's rural beauty, heritage and sense of community and belonging.”

DHCS reserves the right to decline any application for groups and/or events that are in conflict with the mission of the DHCS.

I have read and understand the Restricted Premises Use statement above.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed USER Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                                                                      Date

1. Reservations are taken on a first come, first-served basis and are considered confirmed upon (a) approval of use by DHCS, (b) receipt by DHCS of the Damage Deposit in the amount of $300, and (c) receipt by DHCS of the Total Rental Fee agreed to by both parties.
2. A Damage Deposit of $300 will be collected when making the reservation.

1. USER shall pay a Rental Fee to DHCS in accordance with the following fee schedule with a minimum time increment of ½ hour (49 people maximum on all rentals):

|  |  |  |
| --- | --- | --- |
| **USER:** | **MONDAY–THURSDAY RATES** | **FRIDAY-SUNDAY RATES** |
| **Non-Profit** Organization USER (registered 501(c)(3)) | **$20/Hour-minimum 2 hours** | **No non-profit rates these days.** See Driftwood or Outside Driftwood rates below |
| **Driftwood Area USER**Lives in DHCS Core Area (see attached map) | ***7am-10am:*****$20/hour-Minimum 2 hours*****10am - 11pm*:** **$50/hour-Minimum 2 hours**, $350/day max  | ***7am - 10am:*** **$20/hour-Minimum 2 hours*****10am- 11pm:*****$50/hour-Minimum 4** **hours,** $350/day max  |
| \***Outside Driftwood Area USER**  \* DHCS Core Area residents (see attached map) have first-priority in the event of reservation time conflicts | ***7am-10am:*** **$20/hour-Minimum 2 hours*****10am - 11pm:*** **$75/hour - Minimum 2 hours,**    | ***7am - 10am:*****$20/hour-Minimum 2 hours** ***10am - 11pm:*****$75/hour-Minimum 4** **hours,**   |

1. Cancellation Policy: Upon USER’s written notice of cancellation to DHCS received fourteen (14) or more days prior to the Event Date, DHCS shall refund to USER the Damage Deposit and the Rental Fee, less a $20 administrative fee. Upon USER’s written notice of cancellation to DHCS received less than fourteen (14) days prior to the Event Date, DHCS shall refund to USER the Damage Deposit, but not the Rental Fee, which shall be retained by DHCS as liquidated damages. Verbal notice is not a valid notice.

1. Damage Deposit/Condition of Premises: After the Event, USER shall cause the Premises to be left in the same condition as it existed prior to the Event and all trash must be cleaned up and placed in the dumpster outside of the building. No food or supplies shall be left in the Premises. The kitchen must be cleaned thoroughly. The USER shall be required to pay the cost to repair or replace any damage to the Premises or furnishings and will be held liable for any such damage. Upon a satisfactory inspection of the Premises by DHCS after the Event evidencing compliance with the requirements contained herein, the Damage Deposit shall be refunded to the USER within thirty (30) days of the Event Date. In the event of noncompliance by USER, the Damage Deposit shall be forfeited to DHCS and in addition, USER shall be liable for any costs incurred in excess of the Damage Deposit to cause compliance. In the event the Event extends beyond the End Time, USER shall immediately pay to DHCS the amount due in accordance with the fee schedule set forth in Section 3 above for the additional time. DHCS shall have the right to withhold such amount from any refund of the Damage Deposit.

 **6**. Supervision: USER shall be responsible for the Event and provide adequate supervision. A code for unlocking the front door to the Premises will be provided to USER. At the End Time of the Event, USER shall cause the front door of the Premises to be locked by pressing the lock design icon button on the middle of the outside door lock combination pad. The Premises shall be left in the condition stated herein and all persons related to the Event shall leave the Premises **no later than 11:00 PM. NO EXCEPTIONS.**

 **7.** HOUSE RULES (also posted on the Premises):

1. Smoking is not permitted within the buildings nor within 20’ of the doorways.

b. Storage is not available. USER shall cause all items brought to the Event by USER and/or Event attendees to be removed at the completion of the Event.

c. USER shall be responsible for arranging the tables and chairs provided by DHCS as desired by USER. The Premises and furnishings must be left in their original condition, all trash shall be removed and all tables and chairs shall be placed as provided. USER shall turn off all lights, turn heat down to 65 degrees or air conditioning up to 83 degrees, and lock the front door.

d. All damage to the Premises and/or furnishings must be reported to DHCS by the day following the Event Date, and such damage shall be the responsibility of USER and shall be paid for in full by USER. DHCS shall determine the extent of the damage and repair/replacement cost in its reasonable discretion

e. Music must be kept at a respectable decibel level under 85db and turned off no later than 10:00 PM.

f. Vehicles must be parked on Community Center property only.

g.  Skateboards, roller skates, in-line skates, and other similar items (except wheelchairs) are strictly prohibited on the Premises.

h. NO PETS ARE ALLOWED IN THE BUILDING EXCEPT SERVICE ANIMALS. Pets are allowed outside only if kept on a leash no longer than six (6) feet.  ALL PET FECES SHALL BE IMMEDIATELY COLLECTED AND PLACED IN A CLOSED CONTAINER PROVIDED BY THE PET’S OWNER and disposed of in a proper trash container.

i. **In the event of an emergency, please follow directions posted by the Entry Door.**

 **8**. Failure to comply with any of the above will result in forfeiture of the Damage Deposit.

**9.** Insurance Required: USER shall obtain a general liability insurance policy or a special event policy for the Event naming DHCS as an additional insured. USER shall provide DHCS with written evidence of such insurance no later than three (3) days prior to the Event Date.

**10.** Alcohol Rules:

* Alcohol may be purchased by USER and delivered to the Premises. USER will be responsible for securing all permits and licensed personnel required by the Texas Alcoholic Beverage Commission (“TABC”) or such other permits required by city, county and/or state officials in order to serve alcohol and will, at DHCS’s request, present such permits to DHCS. All TABC laws must be followed on site.
* USER shall indemnify, defend and hold DHCS harmless for any and all injuries which occur on or off the Premises arising from alcohol consumption. By signing this agreement, USER acknowledges that DHCS is not liable for persons consuming alcoholic beverages.
* Alcohol may not be consumed on the Premises without assistance from a licensed and insured TABC Certified Bartender.
* Bartender must be hired through a full-service caterer or through a fully licensed and insured bartending company. Proof of license and insurance shall be provided to DHCS no later than two (2) weeks prior to the Event Date.
* Bartenders are required to provide all bar tools, wine openers, can openers, shakers, garnish, coolers, ice, cups, etc.
* Alcohol may only be served for a maximum of 6 hours through a TABC Certified Bartender.
* Guests are not permitted to bring their own alcohol to the Premises unless it is being served by TABC Certified Bartender. Tailgating in the parking lot is prohibited. DHCS reserves the right to remove any guests from the Premises that do not comply with this policy and DHCS has the right to confiscate alcohol being brought into the Premises by guests that is not being provided by USER.
* No shots or ‘straight’ drinks are allowed to be served by the TABC Certified Bartender.
* Nobody under the age of 21 may be served or is allowed to consume alcohol on the Premises.
* Service staff is required by law to refuse service to any guest who appears to be intoxicated.
* In the event USER serves alcohol, USER shall provide a security guard hired from the Hays County Sheriff’s Department or independent security company at USER’s expense for the duration of the period during which alcohol is being served.

Insurance Policy Insurer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TABC Certified Bartender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_

Sheriff/Security Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_

**INITIALS**

**\_\_\_\_\_\_\_\_\_ INDEMNITY. USER AND ALL ATTENDEES OF THE EVENT HEREBY WAIVE ALL CLAIMS OR CAUSES OF ACTION AGAINST DRIFTWOOD HISTORICAL CONSERVATION SOCIETY AND ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, REPRESENTATVES, EMPLOYEES, CONTRACTORS, AND AGENTS (THE “DHCS INDEMNITEES"), AND HEREBY INDEMNIFY AND HOLD HARMLESS THE DHCS INDEMNITEES FROM, ALL LOSS, LIABILITY, CLAIMS OR CAUSES OF ACTION ARISING OUT OF DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON IN, UPON, OR ABOUT THE PREMISES OF THE DRIFTWOOD COMMUNITY CENTER CAUSED BY, RESULTING FROM, ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE EVENT OR THE MANAGEMENT OR CONTROL OF THE PREMISES OR THE OPERATIONS OR ACTIVITIES OF THE DHCS INDEMNITEES, INCLUDING, WITHOUT LIMITATION, THE SOLE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF THE DHCS INDEMNITEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY USER AND EVENT ATTENDEES TO INDEMNIFY AND PROTECT THE DHCS INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN CONDUCT WHETHER OCCURRING AS THE SOLE OR A CONCURRENT CAUSE OF AN ACT OR EVENT GIVING RISE TO AN INDEMNITY OBLIGATION HEREUNDER.**

**Force Majeure**. DHCS shall not be obligated to perform hereunder and neither party hereto shall be deemed to be in default if its performance is prevented by (i) fire, earthquake, flood, act of God, riot, civil commotion, or other occurrence or condition of a like nature; or (ii) any law, ordinance, rule, regulation, or order of any public or military authority stemming from existence of economic controls, riot, hostilities, war, or governmental policy.

By signing below, USER hereby accepts full responsibility for all activities relating to the Event, whether occurring prior to, during or upon completion of the usage of the Premises. I/We have read this Rental Agreement and understand and accept the Terms and Conditions and policies set forth herein.

Printed USER Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirmed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Representative of DHCS