



**CHRISTOVAL VOLUNTEER FIRE DEPARTMENT
COMMUNITY CENTER AGREEMENT**

DATE: _____

PERSON(S) OR NAME OF ORGANIZATION: _____

CONTACT PERSON: _____

ADDRESS: _____ EMAIL: _____

PHONE #: _____ CELL #: _____

RENTAL DATE: _____ SET-UP DATE: _____

RENTAL TIME IN: _____ RENTAL TIME OUT: _____

TYPE OF EVENT TO BE HELD: _____

RATES AND RULES: (CHECK ONE)

Daily Rental Rate no Alcohol: \$500 for all day rental
\$100/hr. - 2 hr. minimum (no use of kitchen)
\$100/hr. - 2 hr. minimum (with use of kitchen, extra \$100)
Deposit: \$500

Daily Rental Rate with Alcohol: \$750 for all day rental
\$150/hr. - 2 hr. minimum (no use of kitchen)
\$150/hr. - 2 hr. minimum (with use of kitchen, extra \$100)
Deposit: \$750

The Lessee(s) shall pay to CVFD the sum of \$ _____ being hereinafter referred to as the "Deposit Amount." In the event that the reservation is cancelled by the Lessee without ten (10) days prior written notice or in the event the task set forth below are not performed by the lessee, the Deposit Amount shall be retained by CVFD as liquidated damages.

In addition to the Deposit Amount, a valid certificate of insurance indicating in force liability insurance shall be provided to CVFD at least ten (10) days prior to the event.

(Received Date _____ Copy Attached)

The total sum of the aforementioned event will be \$ _____ to be paid in full by _____(Date).

All Rental Payment will be made in full and in advance of the event with keys not being assigned until that time. Applicable deposits will be returned only if the following conditions are satisfied:

- | | |
|---------------------------------|---|
| Floors swept | Doors locked |
| Spills wiped up | Furniture repositioned |
| Lights off | Heat/air conditioning thermostat set per instructions |
| No property damage | Key returned to proper person at the end of each day |
| Garbage bags placed in dumpster | Table tops and chairs washed and put away |

Once the event is held and all duties of the lessee under this agreement have been, in the opinion of CVFD, properly executed, the Deposit Amount will be applied to any outstanding portion of the rental sum OR returned as overpayment within 15 days by CVFD.

The person or persons who are appointed by the CVFD to schedule the various functions are not required to attend all events in the building, but may do so when it is felt to be necessary by them and/or the CVFD, or when the party responsible for the use of the building requests them to be present.

The following persons should be contacted if problems arise during the event:

Becky Kuykendall 325-234-3066 or Jimmy Barton 325-650-0717.

Event Restrictions:

1. No illegal activities, use of tobacco products, vaping equipment or drugs
2. No firearms
3. No taping, nailing or thumb tacking of decorations or signs to any wall, door, window or ceiling.
4. No individual shall use the building or grounds for personal monetary gain.
5. All teen-age activities, private or non-profit, shall be sponsored and chaperoned by one responsible adult for each ten (10) adolescents (age 18 and under).
6. Closing time for all functions will always be at 1:00 a.m.

Alcoholic Beverage Restrictions:

All alcoholic beverages brought in must be served by TABC certified bartender(s) approved by CVFD.

During the event the beverages are released to and to remain in the care, custody and control of TABC certified bartender(s).

No alcoholic beverages may be removed from the building at any time.

Certificate of Liquor Liability Insurance must be obtained by Lessee and a copy presented to CVFD.

The premises leased and related services are described and limited as follows:

The premises shall be used for the type of event described above and for no other purposes.

The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. CVFD retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of the contract. The lessee shall also be responsible for any damage to the leased premises during the subject rental, regardless of cause and shall promptly reimburse the organization in full for such damages.

In consideration of the leasing of the premises of CVFD Community Center to the undersigned, the undersigned hereby releases CVFD, its officers, directors, members and employees from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the Lessee.

This rental agreement shall be governed by the laws of the state in which the premises are located. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of the county in which the premise is located, or, if appropriate in the United States District Court for such county.

The undersigned hereby agrees to indemnify, defend and hold harmless CVFD parties from any claims brought by any person or entity arising out of or related to this agreement.

In the event that any court of competent jurisdiction enters a final order determining that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

Name of Lessee (print): _____

Name of Lessee (sign): _____

Date: _____

Name of Lessee (print): _____

Name of Lessee (sign): _____

Date: _____

For CVFD (print): _____

For CVFD (sign): _____

Date: _____

Addendums (Initial each):
