### **RENTAL AGREEMENT**

## KNIGHTS OF COLUMBUS HALL; 11100 Highway 6 Santa Fe, Texas 77510

### 888-521-4003

## **RENTER INFORMATION AND RENTAL DETAILS:** REQUESTED EVENT DATE RENTER'S NAME\_\_\_\_\_ ORGANIZATION NAME MAILING ADDRESS CITY, SATE, ZIP\_\_\_\_\_\_ E-MAIL\_\_\_\_\_ HOME/BUSINESS PHONE\_\_\_\_\_\_ CELL\_\_\_\_\_ D.O.B. \_\_\_\_\_\_ DL#\_\_\_\_\_ STATE ISSUED\_\_\_\_\_ PURPOSE/DESCRIPTION OF EVENT HALL SPACE REQUESTED: Cortese Room (Large Hall) Meeting Room (Small) Both Both GUEST NUMBER INVITED/EXPECTED: \_\_\_\_\_ GUEST ARRIVAL TIME \_\_\_\_\_ TIME HALL VACANT \_\_\_\_\_ WILL ALCOHOL BE SERVED AT THIS EVENT: YES NO IS ALCOHOL PERMITTED (BYOB) AT THIS EVENT: YES\_\_\_\_\_ NO \_\_\_\_\_ **HOW DID YOU HEAR ABOUT US?** NO ARE YOU OR YOUR SPOUSE A MEMBER OF KC COUNCIL 10393: YES MAKE RENTAL, DEPOSIT & SECURITY CHECKS PAYABLE TO: KNIGHTS OF COLUMBUS COUNCIL #10393 See page 2 for instructions for cleaning fee payment NOTES FOR OFFICE USE ONLY (leave blank) DATE CONTRACT RECEIVED: ALL PAYMENTS DUE ON OR BEFORE: Cortese/Large Room FEE PAID/DATE: Meeting/Small Room Rent \_\_\_\_/\_\_\_ Damage Deposit \_\_\_\_\_/\_\_\_\_ **Cleaning Fee** \_\_\_\_\_/\_\_\_\_ Security (if applicable) \_\_\_\_\_/\_\_\_\_ LAST DATE FOR FULL REFUND (60 days prior to event): SECURITY OFFICERS NEEDED FOR EVENT: NO YES: #/DATE SECURITY SCHEDULED\_\_\_\_\_ CLEANING SERVICE SCHEDULED: \_\_\_\_\_ EVENT PLACED ON KC CALENDAR: \_\_\_\_\_ PRE-EVENT WALK-THROUGH: \_\_\_\_ (Review Contract renter responsibilities/checklist, door code, wi-fi password, oven usage, tea/coffee maker) POST-EVENT WALK-THROUGH: \_\_\_\_\_

DAMAGE DEPOSIT REIMBURSEMENT: APPROVED \_\_\_\_\_ CHECK REQUEST SUBMITTED \_\_\_\_\_

#### **RENTAL FEES:**

**CORTESE (LARGE) ROOM:** (60' x 68' = 4,080 SQFT) **\$670.00** – Includes use of the kitchen & ice machine; a separate check for the **\$500.00** refundable damage deposit; and a separate check for **\$330.00** cleaning fee made out to Julie Trigo. Make rental and deposit checks payable to Knights of Columbus Council 10393.

**MEETING (SMALL) ROOM** (25' x 49'= 1,225 SQFT) **\$300.00**- (4) hours- Includes use of the kitchen, ice machine; a separate check for the **\$250.00** refundable damage deposit; and a separate check for **\$150.00** cleaning fee made out to Julie Trigo. Make rental and deposit checks payable to Knights of Columbus Council 10393. Additional rental time is \$30.00 per hour.

Mandatory Security: One security officer is required at all times during an event where more than 150 people are invited, Two officers when more than 200 are invited, and any event where alcohol will be served or consumed requires an additional security officer. Three security officers are required for any <u>quinceanera</u> party or celebration. Security is required for the safety of his/her guests and the facility. The security fee <u>is \$40 per officer</u>, <u>per hour (4-hour minimum) paid to the Knights of Columbus Council</u> at least fifteen (15) days before the commencement of the event. The officers will be scheduled by the KC representative through a private security company and paid for by the Renter. Security is required to be onsite at all times when guests are on the premises, and afterwards until the facility is secured and locked. WARNING: NON-PAYMENT OF SECURITY PRIOR TO THE EVENT WILL RESULT IN CANCELLATION OF THE RENTAL CONTRACT and STOPPING OF THE EVENT.

## Indemnity

Renter will protect, indemnify and hold the Knights of Columbus Council #10393 and the Highway Six Columbus Club, and their Officers, Agents and Members, harmless from and against all damages, liabilities, obligations, claims, damages, penalties, judgements, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by any claim arising out of an event where the facility is rented, by reason of (a) any accident, personal injury to and/or death of renters or any person, or loss of or damage to any property occurring on or about the facility, any common area of the facility or outside the facility resulting from any act or omission of renter or its employees, agents, representatives; or attendees (b) any failure on the part of renter or its employees, agents, representatives or attendees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against Knights of Columbus Hall or its owners by reason of any such occurrence, renter will, at renter's expense, using legal counsel, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. Any claim must be approved by Knights of Columbus #10393 and the Highway Six Columbus Club.

I (We) hereby affirm that I (We) have read and understand the contents of this contract and fully agree to comply with said policies and requirements.

Responsible Person (Please Print full name)	le Person (Please Print full name)			
Signature of Responsible person	Date	Time		
	_			
KC Representative	_ Date	_Time		

## **GENERAL TERMS & AGREEMENT:**

# The Knights of Columbus Council #10393 and its agents, reserve the right to refuse rental to any event

Place check mark on line to indicate you read and understand item.)
1. <b>The Facility's primary use is for Council functions</b> , therefore, the Knights of Columbus Council #10393 reserves the ght to refuse rental and/or use. All rentals are scheduled after Council utilization has been determined.
2. <b>Minimum Age to Rent:</b> Renters must be 21 years old or older and present at the event. Renters can lose the ability to eserve the hall if there is: a violation of noise guidelines, damage to room, and improper use of room or misrepresentation of an vent.
3. <b>Area Rented:</b> Only the parts of the building or equipment for which the rental agreement has been approved shall be sed.
4. <b>Maximum capacity:</b> Capacity for the Facility cannot be exceed the following, by order of the Fire Marshal.  Cortese (Large) Room - Max <b>250</b> guests Meeting (Small) Room - Max <b>80</b> guests
5. <b>Smoke Free Facility:</b> Tobacco use, including smokeless tobacco and vaping, is prohibited everywhere on the premises xcept on the porch outside the rear door to the Cortese (large) Room.
6. Doors to be Kept Closed: Doors must not be propped open for any reason.
7. Cancellation/Refund Policy: Upon cancellation of rental, refunds will be processed according to this policy. a) ancellations made Sixty (60) or more days prior to the event will receive a full refund including rental fee, cleaning fees, and amage deposit. b) Cancellations made less than Sixty (60) days prior to the event will not be refunded the rental fee, but will eccive a refund of cleaning fees and damage deposit. Should the hall be subsequently rented on the previously reserved date, he renter cancelling the initial reservation will be refunded their rental fees in total. Payment will be made approximately 14 ays after cancellation via Council check.
8. <b>No Decorations Affixed to Structure:</b> Nothing can be temporarily affixed to any painted surface in any area, of any pom. NO tape or adhesive backing tape allowed on any of the walls or ceilings. Any props, equipment or other items brought not the building at the request of the user or its participants must be removed by the user upon completion of the use of the acility. Decorations must be flame retardant. Candles must be in glass or non-flammable containers.
9. Access to the Facility: Renter will be able to access the Facility hours before the time of the rental egins.
10. <b>RENTAL FEE:</b> The full amount of rental fees must be paid to confirm and hold the rental date for the Facility. Damage eposit refunds are made to the renter that is compliant with Knights of Columbus Hall policy if the structure suffers no damage uring the event. Damage Deposit refunds will be made by Council check approximately 14 days after the event
11. No Loitering: THERE SHOULD BE NO LOITERING IN THE PARKING AREA DURING AND/OR AFTER AN EVENT.
12. Food and Beverages: Renter is responsible for serving food and beverages to his/her guest in a manner according to the aw. No food or beverage should be consumed in the parking area.
13. Rental Hours: All events are to end by 12.am. If more time is needed for any event, it should be discussed and agreed pon prior to renting the facility. Failure to request additional event time prior to the event, will result in the assessment of 100.00 per additional hour.
14. Multiple Rental Requests: In the case of two or more request for rental for the same date, the rental will be on a firstome, first paid basis.
15. Payment Required for Reservation: Reservations will be effective when complete contract and full payment is received.
<b>16. Refunds:</b> The damage deposit will be returned to the address on the contract within two weeks after the event if there is o physical damage to the property or violations of the contract.

<b>17. Security Required:</b> Police Officer(s) are required for rentals. The number <i>of</i> officers required will depend on the number of guest expected and the serving of alcohol. There is a four-hour minimum for each officer. Quinceanera party or celebration requires three (3) officers, independent of guest number or whether alcohol is served.
18. Renter Responsibility: Total and final responsibility lies with the person and/or the head officer of the organization signing the contract. As the renter, you are required to ensure that all caterers, disc jockeys/musicians, decorators, bartenders, guests, etc., are aware of the rules and regulations of this contract.
19. Safety Requirements: For safety purposes, rice, confetti, sparklers, fireworks, etc., are not to be thrown or used anywhere in/on the premises. This includes all buildings, walkways, parking areas or any open spaces.
20. Prohibited Events-Wedding Ceremony: Wedding ceremonies are not to be performed on premises as part of a wedding reception.
<b>21. Insurance:</b> Any organization requesting rental is required to provide proof of insurance coverage for themselves as well as Knights of Columbus Council #10393. A copy of the declarations page of the policy must be submitted at the time the signed contract and deposits are finalized.
22. Damage Fees: Damage to the facility/table/chairs etc.: Replacement cost for banquet chair is \$25.00 and replacement cost per table is \$140.00. Fees for any marks, dents or holes to the walls, or other damage to the facility will be calculated at the market rate for repairing the damage.
23. Force Majeure: In the event of a storm, flood or any other act of God, this contract will not apply, and any fees deposited will be refunded.
24. Breach of Contract: Any variance or deviation from this contract and its rules and regulations will result in the direct forfeiture of your deposit.
25. Use of Dollies: All chairs, tables and dias (stage) components are to be moved on the dollies/carriers that are provided at the facility. At no time are any of these items to be dragged over the floors of the facility.
<b>26. Cleaning:</b> The required cleaning fee does not include the outside of the building, such as the parking lot. The cleaning fee does not include deep cleaning; for example, excessive scuff marks on floor, cake frosting on ceiling, spills inside oven.

## **ACTIVITIES PROHIBITED:**

(Place che	heck mark on line to indicate you read and understand	item.)
1.	1. Fireworks or pyrotechnics are prohibited inside	e, outside and around the facility*.
2.	2. NO SMOKING/Vaping OR TOBACCO products a	re allowed inside or on the premises, except
	for the designated smoking porch behind the b	ouilding.
3.	3. ABSOLUTELY NO OPEN FIRES INSIDE OR OUTSI	DE THE PREMISES.
4.	4. Do Not remove tables and chairs from the buil	ding.
5.	5. Do not allow guest to sit on any of the tables, o	counter tops or on the sinks in the restroom.
6.	6. ABSOLUTELY NO streamers, balloons or any de	corations to be attached to the ceiling.
7.	7. No decorations to be attached to walls with ta	cks, pins, tape, glue, etc!
8.	8. No duct tape of any kind to be adhered to the	floors.
9.	9. DO NOT allow youth in the kitchen without pro	oper supervision.
10	10. NO ALCOHOL ALLOWED ON PREMISES WITHO	OUT PROPER SECURITY!
1	11. Fry kitchen is for entrance only! Its use is not	part of the rental agreement.
12	12. NO ALCOHOL TO BE SOLD ON PREMISES	
	·	owledges having read, understood, and agrees to these oth the renter and any organization they represent.
RENTER	KC Re	epresentative
Organiza	ration DATE	

 $<sup>\</sup>ensuremath{^*}$  Facility is defined as the property located at 11100 Highway 6 Hitchcock, Texas.

<sup>\*\*</sup> Renter is identified as the renter of the Facility. Renter can be an individual, group or organization.

#### ADDENDUM TO EVENT RENTAL AGREEMENT

### KNIGHTS OF COLUMBUS TRADEMARKS AND SERVICE MARKS

Renter may only identify the location of the event by using the address of the Facility as set forth above. Renter shall not use or display registered and unregistered trademarks, service marks, and subordinate unit memorabilia of Knights of Columbus, including, without limitation, its name, logos, and emblems (collectively "Marks"), in any way, including, but not limited to, in the promotion of the Renter's event or on any website and/or on social media.

MISREPRESENTATION: Renter attests, represents and warrants that it has, at all times, honestly and accurately described its intended purpose and use of Corporation's facility for the event to a duly authorized representative of corporation and as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of Corporation's Facility, or fails to comply with any of the terms herein, Corporation may terminate this Agreement at any time without prior notice and retain Renter's security deposit. The rights, powers and remedies of Corporation are in addition to, and not in substitution of, that which may be available to Corporation. Failure by Corporation to exercise any of its rights, powers and remedies hereunder, or its delay to do so, does not constitute a waiver.

For the purposes of the Rental Agreement and this Addendum, "Renter" includes the undersigned Renter as well as its employees, agents, invitees or any other person who may be at Corporation's Facility for the purposes of the Event. If there is any inconsistency between the provisions of this Addendum and the Rental Agreement, the terms in this Addendum will govern.

Renter Signature_		
Date		

## **FACILITY CHECKLIST**

Renter Name:	Date of Event:
Date and Time of Pre-Event Walk through:	
Entry Hall in Good Condition	
Room(s) in Good Condition	
Kitchen in Good Condition	
Bathrooms in Good Condition	
Notable Defects (Damage):	
(Signed) Renter	(Signed) Hall Representative
Date and Time of Post-Event Walk through:	
Entry Hall in Good Condition	
Room(s) in Good Condition	
Kitchen in Good Condition	
Bathrooms in Good Condition	
Notable Defects (Damage):	
(Signed) Renter	(Signed) Hall Representative