

CITY OF LULING

**P.O. BOX 143
LULING, TEXAS 78648
830-875-5515 Phone**

RENTAL CONTRACT

_____ **SOUTHSIDE CLUBHOUSE** – 1035 S. Magnolia, Luling TX 78648

_____ **NORTHSIDE CLUBHOUSE** – 300 Trinity Street, Luling TX 78648

This Rental Contract is made and entered into by and between The City of Luling, Texas, hereinafter called the “City”, and _____, hereinafter called the “Renter”.

Event type: _____ Event time: _____

Date(s) Reserved: Day(s) of Week _____ Date(s): _____

Fees: Refundable Deposit (Total): \$ 300.00

Deposit - Due at Time of Reservation to hold date(s): \$ 100.00

Rent --Friday, Saturday, or Sunday (per day): \$ 200.00

--Monday, Tuesday, Wednesday, or Thursday (per day): \$ 100.00

Options:

Prior Day Setup (begins at 5:00 pm – see below) \$ 50.00

Additional Per Hour Rate: \$ 75.00

Clean Up Fee \$ 100.00

Total Amount Due: \$ _____

Initial Payment: \$ _____

Balance Due **(at least 60 days before event):** \$ _____

Prior Day Setup: Setup and teardown for the Renter’s event must be done on the same day as the event, unless the City rental facility is rented for more than one day. However, if the Renter wishes to setup for the event on the day before the event (the “setup date”), and the setup date has not been reserved by another renter within 14 days of the Renter’s event, then the Renter may setup starting at or after 5 p.m. on the setup date after paying the fee amount listed above.

Vacating the Property: The facility must be cleared, cleaned and vacated, and the key returned to Luling Police Department by the end of rental. The City may retain the \$300 Refundable Deposit if the premises is not vacated by the end of rental.

Additional Per Hour Rate: If the rental facility is not cleared, cleaned and vacated, and the key returned to Dispatch by the end of rental, then the additional hour rate noted above, may be added to the amount due for Rent and deducted from the deposit refund.

Deposit Refund: If the Renter leaves the rental facility in good and clean condition, and returns the key at or before end of rental of the final rental date, and all Rental Contract guidelines are followed, then the full deposit will be refunded, subject to the conditions listed in this Rental Contract. If the reserved dates are moved for any reason, Renter will forfeit the initial \$100 partial deposit amount and an additional \$100 deposit payment will be required in order to reserve a new rental date. The Renter is responsible for any costs of the City to repair damages to the rental facility or grounds over and above the amount of the Refundable Deposit.

Cancellation Policy: If the Renter cancels the Rental Contract, the initial \$100 partial deposit amount paid at time of reservation will not be refunded. Also, if Renter cancels the Rental Contract within sixty (60) days of the event date(s), Renter forfeits fifty percent (50%) of the total Rental Fee amount.

Security: Security is required for all events at City rental facilities at Renter's expense, unless approval to waive security is granted by Luling Police Department (if no alcohol). The Renter is responsible for contacting the Luling Police Department, by calling **830-875-5407**, no later than thirty (30) days prior to the event date to hire a certified Texas Peace Officer. The number of security officers for an event is determined by Luling PD based on event size and risk level.

Proof of security is required no later than thirty (30) days prior to the event. Failure to timely hire security for the event may result in cancellation of the event, or the City of Luling may schedule security officer(s) from Luling PD or Sheriff's office and charge the Renter for the cost. **If, during or after the event, it is determined that no security was scheduled by Renter, the City may choose to withhold the refundable deposit.** Security fees currently range between **\$40 - \$60** per officer, per hour, depending on day of the week (amounts subject to change).

If the rental falls during a scheduled City holiday, hourly rates paid to the Officer may be doubled due to holiday staffing availability issues. Please see City of Luling website for list of scheduled City of Luling holidays for the year (see www.cityofluling.net). The City of Luling reserves the right to require additional security officers or officers from the Caldwell County Sheriff's Department to handle security for the event, depending on the type of event and number of attendees and whether Luling PD has current resources.

WILL ALCOHOLIC BEVERAGES BE SERVED OR CONSUMED AT THIS EVENT?

CHECK: () YES or () NO

Alcoholic Beverages: If alcoholic beverages are served at the event, the Renter must furnish proof of Host Liquor Liability Insurance for the event with the City of Luling as a named insured at least thirty (30) days prior to event date. Alcohol may not be served unless the event is staffed by a TABC licensed caterer or bartender service. Events open to the public, or where tickets are sold that include alcohol, must be handled by a vendor with proper TABC permit.

No cash bar/sales. The sale of alcohol by the renter or guests is strictly prohibited unless the appropriate TABC permit has been obtained in advance and submitted to the City (facility) for approval at least thirty (30) days prior to event.

Licensed bartenders required. Alcohol must be served by TABC certified servers. Self-service (kegs, coolers, bottle tables, etc.) is not permitted.

Underage drinking prohibited. The Renter is responsible for preventing alcohol consumption by minors. Failure to do so may result in immediate termination of the event rental and forfeiture of any deposits.

If, during or after the event, it is determined that alcohol was in fact present on the premises at the event without proper insurance coverage, permits or licenses, the City may retain the Refundable Deposit.

Keys: All keys must be returned to the Luling Police Department Dispatch in the envelope provided immediately after event upon departure. If a key is lost, misplaced or not returned, the rental facility must be re-keyed, and the Renter will be responsible for all costs to re-key the facility.

Parking: Parking is located in the paved parking lot next to the rental facility.

Personal Items: The City of Luling is not responsible for Renter's, guests' or invitees' personal property that is lost, stolen or left behind. If requested and found, left-behind property will be returned at the expense of the Renter, guest or invitee.

Condition of Property: Any damage to the facility or its furnishings caused by the Renter, her/his guests and/or invitees, is the Renter's responsibility. All debris and garbage must be placed in the outside dumpsters at the side of the facility at the end of the rental. The Renter shall pay all costs, up to and beyond the amount of the deposit(s), for damages, repairs and/or excessive clean-up related to the rental of the facility.

Furniture (tables and chairs) moved during the use of the facility must be returned to its original space (Storage Room) unless clean up is purchased. The Renter shall pay all costs, up to and beyond the amount of the deposit(s), for damages, repairs and/or excessive clean-up related to the rental of the facility.

Facility Grounds: No glass bottles (beer bottles), and **NO confetti or glitter**, may be used in or on the facility grounds. Broken glass, confetti and/or glitter that is found in the building or on the grounds will require removal at extra cost to the Renter. No double stick tape, tacks, nails, or screws allowed in or around building. Sparklers are not permitted, per City Ordinance; sparklers are fireworks, no fireworks allowed within the City limits.

Accidents, Injuries, Illness: The City of Luling and its officers, agents, employees, and servants are not responsible for any accidents, injuries or illness that occurs at the facility due to the actions or behavior of the Renter, her/his guests, and/or invitees. By signing this Rental Contract, the Renter agrees that s/he, and her/his guests and/or invitees assume the risk of harm arising from their use of the facility. For purposes of this Rental Contract, the facility includes the structure(s), contents, and areas around the structures that are owned by the City of Luling.

The Renter assumes full responsibility for any alcohol-related incidents, accidents, or violations during the event and agrees to indemnify, defend and hold harmless the City of Luling from any injury (and any resulting or related claims, action, loss, liability, or reasonable expenses including attorney's fees) occurring at the venue and related in any way to alcohol. The venue is not liable for injuries, damages, or legal consequences resulting from the Renter's failure to comply with this policy.

Release: By signing this Rental Contract, the Renter agrees to indemnify, defend and hold harmless the City of Luling and its officers, employees, agents and servants from all claims, disputes, litigation, judgments, costs, and attorney fees resulting from loss, damage, or injury arising from or caused by the Renter's use of the facility, including, but not limited to Renter's negligence or recklessness, or the negligence or recklessness of Renter's guests or invitees.

The Renter also understands that during warmer months, ALL doors must stay closed and not propped open at any time in order to keep the facility cool. Opening the doors causes escaping of cool air and the HVAC units cannot replenish the cool air quickly enough to provide a comfortable experience and temperature for the event. No consideration or recourse will be given to Renter if it is determined that excess opening of doors contributed to warm temperature inside the facility during the rental.

Access: The City of Luling officers, employees, agents, and servants may access the facility at any time. If maintenance or repair issues arise during the use of the facility, please immediately **notify Dispatch at Luling Police Department at 830-875-2411** (available 24 hours/day).

Termination: The City of Luling may terminate this Rental Contract, evict the Renter and any or all guests and/or invitees, and retain the security deposit(s) in the event that (a) the Renter and/or a guest or invitee violates the law at the facility, (b) unruly behavior at the event creates the risk of harm to a person at the facility, (c) unruly or negligent behavior at the event causes material damage to the facility and/or its furnishings, (d) the Renter does not pay pursuant to this Rental Contract, or (e) the Renter overstays beyond the departure date/time. This termination clause does not limit the amounts recoverable from the Renter for damages, repairs and/or clean up.

By signing this Rental Contract, I acknowledge that I have read and do understand it, and that I accept its conditions and agree to abide by them.

Signature of Renter

(Today's Date) Date Booked

Printed Name

Phone Number

Address

City State Zip

Alternate Contact – Name

Alternate Contact – Phone Number

Email Address (Renter)

Email Address (Alternate Contact)

Revised 02/24/26

NOTE: Please make checks payable to City of Luling. If mailing, send to PO Box 143, Luling TX 78648