

CITY OF LULING

ZEDLER MILL PAVILION
1170 S. LAUREL AVENUE * P.O. BOX 143
LULING, TEXAS 78648
830-875-5515 Phone * 830-875-5102 Fax

ZEDLER MILL PAVILION
RENTAL CONTRACT

This Rental Contract as 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: <u>Refundable Deposit</u> (Total):	\$1,000.00
<u>Deposit Due at Time of Reservation</u> to reserve date(s):	\$ 500.00
<u>Rent</u> : --Friday or Sunday (per day):	\$2,500.00
--Saturday (per day):	\$3,000.00
<i>Valentine's Day, July 4th, Labor Day, & Memorial Day holiday rates</i>	\$2,500.00
--Monday, Tuesday, Wednesday, or Thursday (per day):	\$ 500.00

Options:

<u>Prior Day Setup</u> (begins at 5 p.m. - see below)	\$ 200.00
<u>Clean Up Fee</u>	\$ 300.00
<u>Golf Cart Shuttle</u> (per day):	\$ 100.00
<u>Golf Cart</u> - City employee only – Renter pays Driver directly	\$ 10.00/hr.
Chandeliers (Wrought Iron / White/Crystal / Rose Gold @ \$150 ea.)	\$ _____
Effects Lighting - \$150 for package of 8 cans	\$ _____
Ceremony Site Arch - Cedar Arch @ \$100	\$ _____
Cocktail Tables (10) @ \$10 each	\$ _____
Propane Heaters (4) @ \$75 each	\$ _____
Rustic Oak Barrels (2) @ \$50 each	\$ _____

Total Amount Due:	\$ _____
Minus Deposit Paid:	\$ _____
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 Pavilion 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 Pavilion: The Pavilion must be cleared, cleaned and vacated, and the key returned, by midnight of the final rental date. The City may retain the \$1,000 Refundable Deposit if the premises is not vacated by midnight of the final rental date.

Bagged Ice: 20 lb. bags of ice are offered in Reddy Ice freezer outside kitchen for your convenience. If you choose to purchase bagged ice, provide the number of bags you used on the Ice Order Form provided when you take possession of the building. Cost of the ice will be deducted from the reimbursable deposit amount.

Deposit Refund: If the Renter leaves the Pavilion in good and clean condition, and returns the key on or before midnight 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 \$500 partial deposit amount and an additional \$500 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 Pavilion or Zedler Mill grounds over and above the amount of the Refundable Deposit.

Cancellation Policy: If the Renter cancels the Rental Contract, the initial \$500 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 the Pavilion. The Renter is responsible for contacting the Luling Police Department, at **830-875-5407**, within two weeks prior to the event date to hire a security officer. The minimum number of security officers for an event is one officer. Proof of security is required 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) 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 are **\$40** per officer, per hour. The City of Luling reserves the right to require additional security officers to attend the event, depending on the type of event and number of attendees.

WILL ALCOHOLIC BEVERAGES BE SERVED OR CONSUMED AT THIS EVENT?

CHECK: () YES or () NO

Alcoholic Beverages: If alcoholic beverages are sold or consumed at the event, the Renter must furnish proof of Liquor Host Liability Insurance for the event with the City of Luling as a named insured and, where applicable, the correct permit or license issued by the Texas Alcoholic Beverage Commission, at least 14 days before the event. **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 upon departure. If a key is lost, misplaced or not returned, the Pavilion must be re-keyed, and the Renter will be responsible for all costs to re-key the Pavilion.

Parking: Parking is located across the street from the Pavilion in the paved parking lot. Do not park on the street in front of the Pavilion, which is a NO parking and a towing zone. Temporary parking ONLY at the Pavilion for unloading and loading of event supplies is allowed. After unloading, ALL vehicles must be moved to the paved parking lot across the street from Zedler Mill. Any vehicles (other than caterer, DJ, or security) which are parked around Zedler Mill or Zedler Mill Pavilion driveways during an event will be subject to towing as the driveway must be available and vacant for emergency vehicle entrance, turn around, and exiting.

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 Pavilion or its furnishings caused by the Renter, her/his guests and/or invitees, is the Renter's responsibility. NO driving on grass around Zedler Mill or Zedler Mill Pavilion. If vehicles with your event are reported to be driving on the grass (lawn) during your rental, the \$1,000 refundable deposit may be forfeited for repairs to lawn sprinkler systems. All debris and garbage must be placed in the outside dumpsters at the side of the Pavilion.

Furniture that is moved during the use of the Pavilion must be returned to its original space (Bride's Room). 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 Pavilion.

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

Shuttle Waiver: In the event the golf cart shuttle is rented, it is rented as a courtesy to Renter and Renter's guests and Renter hereby agrees and acknowledges that if Renter elects to rent the shuttle service to and/or from Zedler Mill, Renter and Renter's guests shall use such service at Renter's and guests own risk. Renter hereby agrees and acknowledges that in the event of any loss, injury, or damage suffered during or in connection with use of shuttle services, Renter shall not initiate any action against Zedler Mill or City of Luling or any of their respective employees, managers, or legal representatives. The City of Luling reserves the right to refuse shuttle service to and/or remove from the shuttles any guests who show signs of violent or disruptive behavior. Open containers of alcoholic beverages of any type are strictly prohibited on any shuttle vehicles owned by City of Luling.

Accidents, Injuries, Illness: The City of Luling and its officers, agents, employees, agents and servants are not responsible for any accidents, injuries or illness that occurs at the Pavilion 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 Pavilion. For purposes of this Rental Contract, the Pavilion includes the structure(s), contents, and areas around the structures that are owned by the City of Luling.

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 negligence or recklessness, or the negligence or recklessness of Renter's guests or invitees.

Access: The City of Luling officers, employees, agents, and servants may access the Pavilion at any time. If maintenance or repair issues arise during the use of the Pavilion, please immediately notify the Pavilion management.

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 Pavilion, (b) unruly behavior at the event creates the risk of harm to a person at the Pavilion, (c) unruly or negligent behavior at the event causes material damage to the Pavilion 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(s)

Date Booked (Today's Date)

Printed Name of Renter(s)

Phone Number & Email Address

Address (for refundable deposit)

City State Zip

Bride – Printed Name & Phone Numbers

Groom – Printed Name & Phone Numbers

Email Address (Bride)

Email Address (Groom)