

# VILLAGE OF PLEAK HALL RENTAL AGREEMENT

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

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

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

Renters TDL: \_\_\_\_\_ TDL Expiration: \_\_\_\_\_ (There will be a copy made.)

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Date of use: \_\_\_\_\_ Time: \_\_\_\_\_ People Expected: \_\_\_\_\_ (Max 70)

Date and time of setup: \_\_\_\_\_

**Indicate nature of the event:**

\_\_\_\_ Party \_\_\_\_\_  
 \_\_\_\_ Business \_\_\_\_\_

\_\_\_\_ Nonprofit \_\_\_\_\_  
 \_\_\_\_ Government \_\_\_\_\_

\_\_\_\_ Meeting/Class \_\_\_\_\_  
 \_\_\_\_ Other \_\_\_\_\_

**Hall Rental Fee & Deposit**

(Hours include setup, party, and cleanup time)

____ 0 to less than 2 Hours	\$150.00	Deposit	\$100.00
____ 2 to less than 4 Hours	\$200.00	Deposit	\$100.00
____ 4 to 8 Hours	\$250.00	Deposit	\$100.00
____ Extra access to building	\$50.00		

Rental includes the use of the hall and kitchen. There are 12 - 8-foot Tables and 86 Chairs.

**Cancellation Policy**

To receive a refund of the hall rental fee, your cancellation must be received either in writing or by phone. Following schedule:

- Cancel 30 days prior to the event for full refund
- Cancel 14 days to 29 days prior to the event for \$50.00 refund
- Cancel 1 day to 13 days prior to the event NO refund

Deposit Amount: \_\_\_\_\_ Received: \_\_\_\_\_  
 Final Payment Amount: \_\_\_\_\_ Due On: \_\_\_\_\_ Received: \_\_\_\_\_  
 Deposit Returned Amount: \_\_\_\_\_ Mailed On: \_\_\_\_\_  
 Color Key Given \_\_\_\_\_



## Terms & General Rules

The hall is rented between 6AM and 12AM. To ensure access to the hall at 6AM the day of the event, keys can be checked out the day before at City Hall between 8AM and 12PM. All events must be concluded by 12AM. All vendors, equipment, visitors, and cleaning personnel must be out of the building by 12AM. Renter is responsible for cleaning the hall after use. Any damage to the hall during the rented timeframe is solely the responsibility of the renter. The Village of Pleak reserves the right to bill the renter for any damages. Please see attached cleaning checklist for a complete list of renter responsibilities.

## Village of Pleak Hall Restrictions

1. Noise needs to be kept at a reasonable level.
2. The Hall is a NON-smoking facility.
3. There is to be no Alcoholic Beverages in the hall.
4. No nails, tacks, adhesives, glues, 3M removable fasteners, or tape can be used on the walls, floors, or trusses. Damage to building will result in additional charges.
5. Minor children are allowed to use the building with appropriate supervision.
6. NO pets.
7. No parking in the red stripe area by the Fire Department for their use only.
8. No outside entertainment (BBQ pits, Air Bounces & Waterslides).

## Deposit

The deposit in cash or money order must be received the day of booking. Renters will receive their deposit after the event provided the hall is left clean and undamaged. Your refund will be mailed within 45 days after your reservation date. **(Attached is a Maintenance Checklist)**

## Hall Rental Application & Payment Schedule

The hall rental fee is due the Friday before the event in cash or money order.

## Lost Keys

Keys lost and/or not returned will incur a \$200 fee.

I AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE VILLAGE OF PLEAK (HEREINAFTER REFERRED TO AS "CITY"), ITS OFFICERS, AGENTS AND EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS, OCCASIONED BY THE RENTER'S OCCUPANCY OR USE OF THE PREMISES AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS RENTAL AGREEMENT AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE OF RENTER, ITS OFFICERS, AGENTS, EMPLOYEES, GUESTS, VISITORS OR INVITEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF RENTER, ITS OFFICERS, AGENTS, EMPLOYEES, GUEST, INVITEES OR VISITORS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY RENTER. RENTER UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF RENTER OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR VISITORS.

**By signing below**, I acknowledge that I have read and understood and agree to the terms of this agreement and promise to adhere to the hall rules and restrictions.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



# Hall Rental Maintenance Checklist

RENTER NAME: \_\_\_\_\_ DATE of USE \_\_\_\_\_

Village of Pleak staff will inspect the hall after your event and check off that your group completed the following items. Cleaning supplies are in the closet at the end of the hallway. *Failure to complete the tasks below may result in reduction of your deposit refund.*

- \_\_\_\_\_ Personal & kitchen items removed
- \_\_\_\_\_ Food removed from refrigerator, freezer, stove, oven & microwave
- \_\_\_\_\_ Grass area clear of garbage & decorating materials
- \_\_\_\_\_ Kitchen counters, stove and sink cleaned
- \_\_\_\_\_ Garbage in trash cans (trash cans are placed at the end of the hallway)
- \_\_\_\_\_ Restrooms presentable and trash removed.
- \_\_\_\_\_ Floors swept and mopped (please mop with hot water **(Vinyl Floor Cleaner provided)**)
- \_\_\_\_\_ Tables & chairs cleaned & stored (12 Tables & 86 Chairs)
- \_\_\_\_\_ Doors and windows locked, Ceiling fans turned off and AC set back to 74 degrees

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## FOR VILLAGE USE ONLY

No issues       Damage       Garbage/Cleaning

Neglected Description of damage/other issues:

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INSPECTED BY: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

**COVID-19 RENTAL WAIVER AND RELEASE**

THIS WAIVER & RELEASE (the "Waiver") is provided on the date indicated below and is agreed to and signed in consideration of being permitted to rent and use the Village Hall facility directly or indirectly authorized or provided by the Village of Pleak (the "Village") or any property, grounds, or facilities of the Village. By signing below, the Renter acknowledges, understands, and agrees to be bound by the following:

1. Rental of the Village facility may result in Renter's exposure to and/or illness and infection from diseases, including, but not limited to, COVID-19, and that this disease, illness, infection, and virus can carry the risk of serious illness or death.
2. Renter knowingly and freely assumes all such risks for themselves and their guests, both known and unknown, whether or not said risks are associated with the COVID-19 illnesses and disease, or from other infections, diseases, illnesses, and viruses not contemplated herein. Renter assumes full responsibility for all guests of Renter.
3. Renter hereby agrees to release and hold harmless the Village of Pleak, its successors and assigns, its agents, officers, elected officials, employees, and their heirs and assigns (the "Releasees") from any and all liability arising from or related to the facility rental. Renter further releases and holds harmless the Village and Releasees from any and all damages arising from injuries, illness, disability, death, loss or damage to person or property, resulting directly or indirectly from attendance.
4. Renter shall comply with the guidelines issued by the Centers for Disease Control and Prevention and the Texas Department of Health regarding the prevention of the spread of infectious diseases, including COVID-19, to the extent practicable while renting the Village facility.
5. Renter agrees to indemnify, hold harmless, and defend the Village, its officers, elected officials, agents, assigns, and employees from all claims from illnesses, injuries, including death, damages, and losses, arising out of, connected with, or in any way associated with the facility rental and Renter's participation therein.

Date: \_\_\_\_\_

\_\_\_\_\_  
Renter Name

\_\_\_\_\_  
Renter Signature