

The ROCK United Methodist Church
Facility Event Space Rental Agreement
(726) 800-4888
1784 E. Loop 1604 S.- Box 2
Adkins, TX 78101
(Mailing address)

Name: _____ Church Member: Yes No

Address: _____ Phone: _____ Mobile _____

_____ Email: _____

Event Title: _____ Date: _____

Expected Number of Guests: _____

SPECIFIC AREA REQUESTED TO RENT:

Deposit Non-Member \$ _____ (Refundable after acceptable post event inspection)

Entire Church Non-Member \$ _____ Rates for under 6 hours of usage per day.
Inclusive of
classroom(s)

Church Sanctuary Non-Member \$ _____ Rates for under 6 hours of usage per day.
Not inclusive of
classroom(s)

Classroom(s) Non-Member \$ _____ (Refundable after acceptable post event inspection)
Only Non-Member \$ _____ Rates for under 6 hours of usage per day.

FUNERAL SERVICES:

Note: No Charge for any church member funeral services

Mandatory Cleaning Fee \$250.00

Specific classroom(s):

Note: Offices will not be available for rental or use at any time.

Audio Tech Non-Member \$40 hourly _____

Vocalist Non-Member \$100 _____ Rates for under 2 hours of usage per day.

Keyboardist Non-Member \$100 _____ Rates for under 2 hours of usage per day.
Non-Member \$200 _____ Rates for under 6 hours of usage per day no building access

Total Lease: \$ _____

Refundable Deposit Required upon scheduling \$ _____

Full Payment Due 30 Days Prior \$ _____

This contract for the rental of The ROCK UMC made this day, _____, by and between _____, hereafter referred to as “The ROCK UMC Representative”, and _____, hereafter referred to as the “Renter”.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the venue, located at **1784 E. Loop 1604, St. Hedwig, TX 78152 (Physical Address)** known as The ROCK UMC.

Whereas, THE ROCK UMC Representative agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated, The ROCK UMC may reserve the right of rental refusal without cause;

Now, therefore, the parties agree to the following terms and conditions:

EVENT DESCRIPTION / VENUE ACCESS: The Renter shall have access to and use of the

venue from _____ o'clock on _____, to o'clock on _____ 20____.

for the purpose of hosting the Renter's _____
event.

Applicable to Wedding/Ceremonial/Funeral/Memorial occasions: Any clergy/officiant must be pre-approved by The ROCK UMC Pastor prior to the execution of the lease agreement.

The ROCK UMC designated representative shall open and close for the event to occur. Upon closing the representative will inspect the property and determine if further action is warranted. If further action is not warranted the deposit will be returned within two weeks of event occurrence.

RENTAL COST: The full rental fee for the use of the venue described in the paragraph above shall be \$_____. The balance of the rental fee due, less the non-refundable deposit described below in Paragraph III, shall be payable to The ROCK UMC Representative upon the expiration of the rental period described in paragraph above. Non-member discounted rental is only for the member themselves and is at a max per year.

DEPOSIT: The Renter shall pay to The ROCK UMC Representative the sum of \$_____ no later than _____ (Required: 30 days before the commencement of the rental period). Of this amount, \$_____ as a refundable deposit that will be returned upon final settlement of accounts. The deposit is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates.

EXPIRATION OF RENTAL PERIOD: Within _____ of the rental period's listed in the contract expiration, Renter shall tender to The ROCK UMC Representative the rental fee balance due.

REMOVAL OF BELONGINGS AND KITCHEN REQUIREMENTS: Renter shall remove all personal property, trash, and other items that were not present in and out of the venue when Renter took control of it. All food and trash must be discarded into outdoor dumpster/trash bins. No grease or food can be put down either sink. Garbage Disposal is not available for use. There is no stove available. Frying is not permitted in the church/kitchen area. Property is required to be completely cleaned prior to event close.

RETURN OF SECURITY DEPOSIT: Upon Renter's completion of his/her obligations under the above paragraphs, THE ROCK UMC Representative shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

The commodes shall not be used for any other purpose other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, rubbish, rags, paper towels, excessive food matter or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the tenant upon whose property it shall have been caused. In additions, tenant(s) will be charged for the costs of repairs to any toilets and garbage disposals that have been clogged by foreign objects.

UNPAID BALANCE FEES: All deposits, fees and balances are due in full prior to the event. **If funding is not paid within the contractual timelines the event will no longer be reserved.** Renter shall also be liable to The ROCK UMC Representative for any legal fees, court costs, and other expenses associated with collection, if applicable.

LIABILITY: Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that The ROCK UMC Representative may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in

control of the venue, and shall indemnify and hold harmless The ROCK UMC against any and all legal actions which may arise from Renter's use of the venue.

Tenant shall not make or permit any loud or excessive noises on the property by themselves, members of his family, guests or permit anything to be done that will interfere with the right, comforts, or convenience of other tenants. Tenant shall not play any loud musical instrument, loud stereo, loud television, loud radio or other audio equipment on the premises between ten o'clock p.m. and eight o'clock a.m. of the following day. A fine of \$100 will be charged for loud parties, loud music, loud car radios, and other disturbing noises. In addition, violation of this may lead to eviction.

Please be advised that Fireworks are strictly prohibited from use in and around the building. Warning: If any tenant(s) is caught lighting or handling fireworks, you will be cited for a violation of your lease agreement and charged a management fee of \$500.00 per incident. Violations of your lease agreement are grounds for immediate termination of tenancy. We encourage all renters to be vigilant in reporting violations. All complaints/reports will be kept confidential.

All bicycles and motorcycles shall be kept in designated areas and not under the portachere/awning.

Tenants are not permitted on rooftops.

Damage to window treatments will be the responsibility of the tenant. Tenant shall not throw anything out of the windows or doors. Tenant shall not open/block windows or leave doors open during the event.

Misuse of fire alarms by Tenants or Tenants' guests will result in a management fee to the Tenants of \$1,000.00 plus any municipal, fire department, or police department charges. Furthermore, smoke machines or misters of any kind will be allowed on the premises.

There is a septic tank behind the building there is absolutely no parking or unloading/loading allowed in this specified area.

Renter will refrain from entering the area past the cattle fence or where the pond is. This area is not included in property rental. The pond on the property is off limits and guests must stay fifty feet (50) from the pond. No exceptions. Should there be any loss of cattle or harm to cattle as a result of property renter, costs of loss business, vet expenses, and fence repairs will be at the renter's expense. Renter or guests **will not have contact with animals/cattle on the property**. The ROCK UMC or the contracted Lessee will not be held liable for any claims, damages or lawsuits regarding cattle/animals or any other such personal or property damages.

Access to the residence next to the church is not inclusive of this agreement. It is forbidden to access the area beyond the fence line.

OCCUPANCY LIMITS: Is limited to two-hundred people (200) as determined by local ordinances who determine the number of people allowed to live in a room and a violation constitutes a zoning violation, which may be subject to fines and/or criminal punishment. Tenants are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, Tenant(s) agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. Tenants will be charged \$100.00 per occupant if found to be in violation of this contract.

Landlord reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification or alteration shall serve the purpose of reasonably preserving the leased property and the rights and interests of the tenants to quiet enjoyment of the property. The tenant cannot alter, modify or amend this lease at any time.

ARBITRATION CLAUSE: The parties agree to attempt to resolve all disputes arising out of or in connection with this agreement, including its existence and validity or its breach or termination by either party, by structured negotiation with the assistance of a mediator appointed by agreement of parties.

If the dispute cannot be settled within a 30-day period of time after the mediator has been appointed, or such longer period agreed to by both parties, the dispute will be entered into the legal system.

ALCOHOL USAGE: Wine, Champaign and Beer will be allowed with **prior written approval**. Under no circumstances will hard liquor be distributed, sold or on the premises, no exceptions. Pre-approved security (Licensed Law Enforcement Only) is required when approved alcohol will be present. Payment for security is the responsibility of the renter. Proof of arrangement must be presented **two-weeks** before the event date. **If proof is not presented this contract will become null and void and the facility will no longer be reserved for the original agreed upon date. If it is discovered hard liquor is on the premises the event will be cancelled and the deposit will not be refunded.**

A management fee of \$100 will be assessed for disobeying police/security/management personnel for any behavior deemed to be assaultive, abusive, dangerous, or behavior is total disregard to the rights, safety, and/or quiet enjoyment of other tenants, management or members of the general public.

ADDITIONAL REQUIREMENTS: Unless the stage is specifically rented no one is allowed on the stage area, equipment is stored that is over \$50,000.00 in value on the stage. If damage occurs during the event, that applicable damage, will be the responsibility of the Renter.

No Food or drink allowed on the stage or sound booth, no exceptions. Applies to events where the stage is included in rental. Sound booth is off limits to any person at the event. Only authorized church personnel are allowed.

Smoking, vaping and use of illegal drugs are strictly prohibited on church property.

Pets are not allowed on the property ground inside or outside of the building. Only exception allowed is for service animals. If requested, the owner must be able to provide proof of service animal use.

No small or large nails, staples, strong adhesive tape that can cause damage to walls, hooks, screws are to be put in/on walls or ceiling. Painting labor and supply costs will be charged to renter for damage repairs for dark marks, sticky materials, large nail holes, marks on ceiling or any other painting costs exceeding normal wear and tear. Decorations cannot be affixed to any property causing damage or discoloration.

SPECIAL PROVISIONS:

In witness of their understanding of an agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter’s Signature Date

The ROCK UMC Representative

Renter’s Printed Name Date

Cassandra Coleman, Trustee

The ROCK UMC Representative
Printed Name