

Hubbard City Civic Center
300 N Magnolia Ave., Hubbard, TX 76648
RENTAL AGREEMENT

This Agreement made and entered into by and between the Management of Hubbard City Civic Center, hereinafter called Lessor, and the Lessee as identified in this Agreement.

WITNESSETH:

____ 1. Right to Use Facility: That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy Hubbard City Civic Center, 300 N. Magnolia Ave, Hubbard, Texas, hereinafter "Hall" on the _____ day of _____, 20____. Lessee is to use the Hall for the purposes indicated and for no other purpose without the written consent of the Lessor for the terms indicated.

____ 2. Payment of Rental Fee: Lessee hereby covenants and agrees to pay to Lessor the amounts specified in section 35 of this Agreement for the use of the Hall plus any additional charges for other services or equipment. In case of failure to pay any sum due to the Lessor by sixty (60) days prior to use of the facility, Lessee may be billed all costs of collection, including attorney's fees. Additionally, Lessee will not be leased any portion of the facility in the future until all past due sums are paid.

____ 3. Method and Manner of Payment: Book your event with ½ down of your rental fee or full payment. It is agreed that Lessee shall upon execution of this Agreement, pay a non-refundable deposit of ½ of the rental fee to reserve the date. The total remaining event balance will be paid not later than 60 days prior to use of said facilities. Failure to pay this remaining event balance will result in a twenty five dollar (\$25) a day late fee and could also result in cancellation of this Agreement at the option of the Lessor. If the Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the Hall, without the written consent of Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum called for by this Agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor. It is further agreed that the retention of any such payments made by the Lessee to the Lessor shall not be considered as penalty, but shall constitute liquidated damages.

____ 4. Denial of Use: The Lessor reserves the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. The Lessor

reserves the right to remove from the Hubbard City Civic Center any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.

____5. Cancellation: The Rental Fee is Non-Refundable. At any time, if you cancel your event at Hubbard City Civic Center your rental fees are non-refundable. We are also not responsible for your fees or deposits contracted with vendors, services or individuals.

____6. Removal of Objectionable Persons: Lessor reserves the right at all times to require the ushers, gatemen, ticket takers and all other employees of Lessee and the right, with its agents or servants, including its security personnel, to eject any objectionable person or persons from the Hubbard City Civic Center and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof. Lessee shall hire and pay the salaries of all employees required in connection with the event or attraction including the salaries of security personnel. Based upon the information provided, the Lessor will determine the minimum number of security personnel required.

____7. Use of Facility: Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Hall herein above specifically described for the purpose and for the term aforesaid.

____8. Dispensing of Alcohol: You are liable for all alcohol that you serve or is consumed at Hubbard City Civic Center during your rental. Functions that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. It is the sole responsibility of the Lessee to adhere to federal, state, and local laws in regards to alcohol. The Lessor will not be responsible for intoxicated guests. The Lessee will be held liable, and be responsible for providing transportation for an intoxicated guests.

No alcohol consumption is allowed after 12:00 a.m.

Alcohol can not be sold on property at Hubbard City Civic Center against the Law. No money or tickets can be exchanged for the sale or donation of alcohol. Doing so will result in immediate cancellation of your event and a forfeit of your Security Damage Deposit, and a non-refund of your rental fees.

____9. Dispensing of Food: Those seeking the use of the facilities for the purpose of serving food are required to make known to the Lessor the persons who will be

responsible for the preparation and serving, at least one month prior to use of the Hubbard City Civic Center. Cooking of food is not permitted inside the center. Facilities exist only for minimal preparation and serving. . Your caterer can fry food only in an approved outdoor concrete area of Hubbard City Civic Center. Caterers are required to clean their areas of preparation and serving.

____ 10. Interruption of Services: Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault or act of Lessor.

____ 11. Fire, Flood or Damage to Building Preventing Completion of Lease: Should The Hall be destroyed or damaged by fire, flood or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the terms of this contract shall end and Lessee shall be liable to pay for use only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

____ 12. Rights of Lessor During Lease: Lessor, through its employees and other designated representatives, shall have the right at any time to enter any portion of the Hubbard City Civic Center for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Lessor.

____ 13. Lessee Occupancy of Hall: The keys to the Hall shall remain in possession of the Lessor, but during periods covered by this Agreement, the entrances and exits of the Hubbard City Civic Center shall be locked / unlocked under the direction of the Lessee in accordance with the terms of this contract and in compliance with all fire codes. Lessee renting the facility for an event may decorate or occupy the facility after 9:00 a.m. the day of the function; the lease will terminate no later than 12:00 Midnight the day of the function or earlier or as said contracted rental time as specified by this Agreement. Lessee must remove all possessions as soon as the event is over. In no case may materials or decorations be left after the event, unless Lessee has agreed to donate the decorations to the Hubbard City Civic Center. All food, drinks, decorations, or other articles left in the facility after the event will be deemed abandoned, and will be disposed of immediately. Lessor shall not be liable in any way to Lessee on account of so removing and disposing of such articles. For such additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building, Lessor shall receive \$50 (fifty dollars) per day as payment for moving items in and out of the Hall.

____ 14. Obstruction of Traffic: The sidewalks and entrances of the Hubbard City Civic Center shall not be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, tables, meeting & greeting reception lines in the main hallways or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.

____ 15. Fire or Animal Hazards: Lessee shall not bring or permit anyone to bring into the Hall or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the Hubbard City Civic Center any animals, except those used to assist individuals with disabilities, or any other property of any kind, without the consent of the Lessor and shall not place or put up any decorations without the consent of the Lessor. Lessor reserves the right at any time to require Lessee to remove from the Hall any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of the Lessor.

____ 16. Construction and Decoration: No tape, adhesives allowed indoors/outdoors on walls, doors, floors, tables, chairs, the building. Magnets are allowed on metal walls. Decorations must have carpet on the bottom to protect the floors. Lessee will not cause or permit any nails, tape, adhesives or other things to be driven into or on any portion of the building or floors, indoors or outdoors, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. **Permanent decorations in Showroom and Cowhead Trail Ballroom may be draped (covered) under the supervision of Civic Center staff for a fee of \$250.00.** Lessee is expected to perform reasonable required cleanup in all areas utilized after the event, failure to do so will result in an addition cleaning fees. Construction or painting will not be allowed on the premises without the consent of the Lessor. Lessee will pay the cost of repairing damages which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the Hubbard City Civic Center herein above described. It is expressly agreed that the Lessor shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible. Candles are allowed, in votives. We do not allow water

beads, confetti, glitter, rice, bird seed or candy to be tossed a departure. Bubbles and sparklers are allowed outdoors only. Respect Burn Bans.

____ 17. Hanging Items: Lessor must approve the method of hanging of signs, posters or decorations prior to hanging. No tape, adhesives, nails allowed. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from signs, posters, or decorations. Lessee may not hang items from ceilings, light fixtures, air conditioner ducts, air supply ducts, return air grills or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor.

____ 18A. Fire and Safety Codes: Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the Hall, unless enclosed in glass. Lessee must not bring any gasoline or other flammable substances into the Hubbard City Civic Center. Decorations used by the Lessee must be of approved, flame-resistant materials.

____ 18B. Fireplace use is by the liability of the Lessee.

____ 19. Sanctioning of Event: The name of Hubbard City Civic Center may not be used in any manner by an organization or individual as anything other than a location on invitations, notices, etc. To define the location, list as: Hubbard City Civic Center, 300 N Magnolia, and Hubbard, Tx 76648

____ 20. Occupancy Limits: Lessee shall not admit to the Hubbard City Civic Center larger number of persons than the seating capacity for Fire Code thereof will accommodate, or can safely or freely move about in said area, and the decision of the Lessor in this respect shall be final. Failure to abide by this rule will result in a forfeit of your Security Deposit & immediate cancellation of your event, and no refund of rental fees.

____ 21. Compliance with Laws and Ordinances: Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of Hill County, Hubbard, Texas, all rules and requirements of the Sherriff's Department, Police and Fire Departments, or other municipal authorities of Hill County, Hillsboro, Texas, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is

called to any such violation on the part of said Lessee, or of any person employed by or admitted to the Hubbard City Civic Center by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.

____ 22. Lessee's Property: Lessor assumes no responsibility whatsoever for any property placed in the Hubbard City Civic Center and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Hubbard City Civic Center under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments or vendors directly unless arranged in advance. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance of the event.

____ 23. Collection Expenses: Lessee agrees to pay court costs and reasonable attorney's fees on any amount owed by the Lessee under any part of this entire agreement which is in default and may be collected by legal processes.

____ 24. Event Application: Information of the function and contact information shall be provided on the "Hubbard City Civic Center Application" by the Lessee.

____ 25. Lessor's Presence during Events: The Lessor or a representative approved of by the Lessor shall have access to the premises during the term hereof and until the public has left the Hubbard City Civic Center.

____ 26. Smoking and Controlled Substances: Smoking or the use of controlled substances is prohibited within the Hubbard City Civic Center its restrooms and kitchen area. Individuals in violation of this ordinance will be removed from the premises immediately. Smoking is allowed outdoors.

____ 27. Security Officers must always be present at all times of alcohol consumption during your rental. Arrangement must be made with the Hubbard City Police. Form provided.

____ 28. Arrangement of Room: The setup arrangement of tables and chairs will be the sole responsibility of the Lessee, unless contracted in writing by the Lessor. Tables & chairs are for indoor use only. Lessee agrees to meet with the Lessor at

least two weeks in advance of the event to get approval of the final arrangement of tables and chairs and other features of the Hubbard City Civic Center to ensure their compliance with safety rules and regulations. Do not block exits, doorways, or hallways. Your event arrangement & guest occupancy will dictate your number of tables & chairs allowed. Table coverings are mandatory.

____29. Subleasing: Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of the Lessor.

____30. Termination of Events by Midnight / After Hours Fee: All events must be concluded by 11pm and the associated cleaning finished by 12:00 am - midnight unless special permission is contracted & granted in writing by the Lessor. The Lessor will promptly lock the facility at midnight. Any additional time requested must be in writing by the Lessor and is by decision of the Lessee at a fee of \$200 per hour after midnight. You will be charged \$200 per hour after midnight, if you occupy Hubbard City Civic Center property, and additional Security Officer Fees will apply.
**Termination of Short Term Rentals are at the contracted time.

____31. Exit / Cleaning Responsibility: All events are requested to end by 11pm, or earlier, in order for you to be out by your expired rental time of 12:00am (or contracted time). Additional time after your contracted rental time is \$200 per hour after midnight, and must be previously scheduled and approved by Hubbard City Civic Center management, no later than two weeks before the day of your event. You will be charged for after hours Rental and Security Officer fees. You are responsible for your items, trash needs and cleaning throughout your event rental time. We supply brooms, mops, trash cans for your convenience. Lessee is to bag and disposes of all event trash and debris indoors and outdoors, into the dumpsters. The take down of Lessor's tables and chairs, and basic cleaning is included in your rental when contracted. You are responsible for your items, food and decoration removal, all trash in event, kitchen, bartender serving area, bathroom, outdoor, and wipe down of counters. Should additional extensive cleaning be due by Hubbard City Civic Center, outside of the normal basic cleaning, these fees will be deducted from your Damage Deposit. Additional fees will be charged to you for event destruction indoors & outdoors.

____32. Noise Levels: Music and general sound at dances and/or concerts, events must be kept within levels specified by the City Ordinance. Events featuring live bands may use amplification with specific prior permission from Lessor. Failure to keep music or sound within limits acceptable to the Lessor may, at the sole

discretion of the Lessor, require immediate vacate and closure of the Hubbard City Civic Center, forfeiture of all fees and denial of future requests for bookings. The decision of the Lessor in this respect shall be final.

____ 33. Other Agreements: The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.

____ 34. The Facility Security Damage Deposit is due the day you initial and sign contract for your event date. This deposit protects Hubbard City Civic Center from property damages, theft, and the observation of all rules, guidelines, security guard fees, contracted rental times and policies during your rental. It is conditionally refundable after 30 days, after your event, assuming no damages to Hubbard City Civic Center facilities, structures, fixtures, all property, no property theft, overtime of rental or security guard fees, extensive additional cleaning (outside of basic included) or any contracted rules have been broken, and all restrictions, rules, laws and guidelines have been followed. The Hubbard City Civic Center director will make inspection before you leave.

Facility Damage Deposits: \$400

35. Fees: The Lessee agrees to pay the Lessor at Hubbard City Civic Center the amenities of and in the amount of the Rental Fees and Contracted Fees: for rental of the facility(s) / amenities plus any and all applicable fees.

One half of the rental payable upon execution of this Agreement as a non-refundable deposit and the facility security deposit. The remaining event balance is due 60 days prior to the scheduled event. Lessee is responsible for contracting Hubbard City Police for services, payable by you, as noted.

By signing I agree that I have read and understand all of the Hubbard City Civic Center Agreement Guide Lines, rules and policies and that my balance with Hubbard City Civic Center will be paid by 60 days in advance of my event date.

FACILITIES RENTED / FEES / DAMAGE DEPOSITS / SECURITY OFFICER FEES & TIMES

Showroom _____

Cowhead Trail Ballroom _____

**WHO RECEIVES THE DAMAGE DEPOSIT REFUND?
NAME, MAILING ADDRESS, EMAIL, & PHONE:**

IN WITNESS THEREOF, Hubbard City Civic Center acting by and through its Management, Lessor, and

_____ Lessee, have executed this Agreement on this date: _____

LESSEE:
PRINT: _____ **SIGNATURE** _____

LESSOR: HUBBARD CITY CIVIC CENTER: _____

Hubbard City Civic Center
300 N Magnolia, Hubbard , Texas 76648

HUBBARD CITY CIVIC CENTER EVENT APPLICATION

PERSON BOOKING

EVENT: _____

ADDRESS _____

PHONE(S) _____

EMAIL _____

DRIVER'S LICENSE # _____

HOW DID YOU FIND OUT ABOUT US? _____

WHAT IS RENTED:

____ Showroom

DATE: _____

____ Cowhead Trail Ballroom-

DATE: _____

EVENT DATE _____

NUMBER OF GUESTS _____

EVENT TYPE _____

HONOREE _____

EVENT TIME _____

CONTRACTED RENTAL TIME _____

WILL ALCOHOL BE SERVED / CONSUMED DURING YOUR RENTAL /
EVENT? _____ TIME _____

SECURITY IS REQUIRED!

PLEASE LIST THE NAME, PHONE & EMAIL FOR EACH:

BRIDE_____

BRIDE'S
PARENTS_____

GROOM_____

GROOM'S
PARENTS_____

BARTENDER_____

CATERER_____

DECORATOR / EVENT
PLANNER_____

CHURCH / PREACHER FOR
CEREMONY_____

BAKERY_____

FLORIST_____

BAND / DJ_____

PHOTOGRAPHER_____

Hubbard City Civic Center Rules & Guidelines
REVIEW & INITIAL EACH

_____BOOK YOUR EVENT with at least ½ down payment of your total rental fees or full payment.

_____The RENTAL FEE IS NON-REFUNDABLE, if you cancel your event at any time, you will lose it.

Failure to pay your balance within 60 days of your event, will result in a \$25 per day Late Fee. Failure to pay the balance due (including late fees) by 30 days prior to the event will result in the cancellation of your event.

We are not responsible for any of your fees or deposits contracted with other vendors.

_____FACILITY SECURITY DAMAGE DEPOSIT is due when agreement signed.

This deposit protects Hubbard City Civic Center from property damages, theft, event time overages, and the observation of rules and guidelines.

It is conditionally refundable after 30 days, after your event. Additional fees may be incurred per your event destruction.

_____YOUR RENTAL TIME is as contracted. Rental must be vacated by your expired rental time. Additional contracted rental time is to be submitted in writing by 2 weeks in advance of your event and approved by Hubbard City Civic Center, with a fee of \$100 per additional hour before midnight, and \$200 per hour after midnight. Time overages will be charged accordingly, plus Security Guard fees.

_____EVENT SECURITY IS MANDATORY- Secure police office through the Hubbard Police Department when alcohol is consumed.

_____ALCOHOL: You are liable for all alcohol consumed and served at Hubbard City Civic Center during your rental. Alcohol cannot be sold or ticketed, and no cash bar allowed. No alcohol is to be served or consumed after 12:00 a.m. It is the sole responsibility of the Lessee to adhere to all Federal, State, TABC and Local laws in regards to alcohol, as well as to provide transportation for any intoxicated guests. Guests will not be allowed to leave the premises with open containers of alcohol.

_____KEGS are allowed, with a Keg Clean Up Fee of \$100 per day. Due by 60 days in advance of your event. All Kegs must be contained in tubs you provide (not our trash cans) & served from the Bartender Serving Room.

_____NO glass soda or beer bottles are allowed on property. Wine bottles must be contained in the Beverage Serving Room. NO GUM, NO TAPE OF ANY KIND!

_____Bartenders, Approved Caterers, Food Preparers are required to clean their prep and serving areas, & cover tables used.

_____TABLES & CHAIRS are a complimentary loan with your paid rental. There are a limited number of chairs available, per hall. All tables used must be covered. You will set-up all tables and chairs.

_____SMOKING is only allowed outdoors. You're responsible to pick up all cigarette butts not in proper receptacles furnished outside the hall.

_____MUSIC: Volumes must be kept at reasonable levels. **No music past 11:30 PM,** unless with prior approved.

_____AT ALL TIMES, children must be accompanied by a parent or an adult guardian, indoors & outdoors.
No running.. Any damages incurred will be deducted from your Damage Deposit!

_____FOOD: Food brought in personally or by caterers are required to clean their prep and serving areas, tables and counters.

_____DECORATIONS- . Decorations attached to the building must be approved beforehand by management. Tape, adhesives, sticky tack, etc. is not allowed on walls, floors, doors, tables, chairs, on any surfaces indoors or outdoors. Candles are allowed in enclosed votives. We do not allow water beads at all. We do not allow confetti, glitter, rice, bird seed, candy or food to be tossed at departure. Do not hang items from the air ducts or light fixtures. **Permanent decorations in showroom and Cowhead Trail Ballroom may not be removed for any reason.**

_____Bubbles & Sparklers are allowed outdoors only. Respect all Burn Bans.

_____NO obstructions, tables, chairs, greeting lines, easels, etc. allowed in hallways, doorways or exits. Doors must remain unlocked during the event time.

_____CLEAN UP- Your trash & cleaning needs are your responsibility during your rental time. Dispose of all event trash in hall, kitchen, and beverage serving room,

bathrooms into our dumpsters. Wipe down kitchen, beverage room and countertops. Remove all decorations, food, and items by the contracted exit time (including rental company item pick up.)

_____ALLOW TIME FOR YOUR DEPARTURE. All events are requested to end by 11pm, or earlier, in order for you to be out by your expired rental time of 12:00 am.

_____I have read and understand all Hubbard City Civic Center Rules and Guidelines. I take full responsibility of my event and rental at Hubbard City Civic Center. I understand that failure to follow all contracted guidelines / rules will result in a forfeit of my Facility Security Damage Deposit and / or immediate cancellation of the event, without refund of my rental fees.

Signature

_____Date_____

Showroom Area

Indoor Tables & Chairs Provided, Prep-Area, Bar Serving Room

RATES

\$250

DAMAGE DEPOSIT: \$ 400

OCCUPANCY IS DEPENDENT UPON EVENT NEEDS

DJ, Band, Decorations, Display & Food Tables, Catering, ETC.

OPTION # 1: TABLE SEATING FOR UP TO 60-70 PEOPLE

OPTION # 2: CHAIR SEATING ONLY, NO TABLES: UP TO 80-90 PEOPLE

DIMENSIONS MAIN ROOM: 48 X 26 = 1248 Sq. Ft.

INDOOR TABLE OPTIONS: ROUND & 8 FT. RECTANGLE (30" X 2 ½ Ft.)
CHAIRS

ADDITIONAL

TABLE & CHAIR SET UP FEE: \$50

KEG CLEAN UP FEE: \$100 PER DAY

DRAPING: \$250.00

Cowhead Trail Ballroom

INDOOR TABLES & CHAIRS PROVIDED, STAGE AREA, DANCE FLOOR, KITCHEN,
BAR SERVING AREA

OCCUPANCY

OPTION # 1: UP TO 200-225 PEOPLE TABLE SEATED

OPTION # 2: UP TO 300-325 PEOPLE CHAIR SEATED ONLY, NO TABLES

RATES

\$750

DAMAGE DEPOSIT: \$ 400

DIMENSIONS

105X 60= 6300 SQ. FT. EVENT AREA

INDOOR TABLES: ROUND, 8 FT. RECTANGLE (30" X 2 ½ Ft.) &
TWO ANTIQUE WOODEN TABLES
CHAIRS

ADDITIONAL

TABLE & CHAIR SET UP FEE: \$75

KEG CLEAN UP FEE: \$100 PER DAY

DRAPING: \$250.00

Revised: September 11, 2017