

VOIGT RENTAL AGREEMENT



STATE OF TEXAS
COUNTY OF BEXAR

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, _____, by and between THE TOWN OF HOLLYWOOD PARK, TEXAS, (LESSOR) and _____, (LESSEE):

The rental of the Voigt Center will be closed and vacated by 1:00am.

- **PREMISES** For and in consideration of the rental to be paid and the covenants to be performed by LESSEE hereunder, LESSOR hereby (rents, demises and lets) to the LESSEE, in its present condition, THE TOWN OF HOLLYWOOD PARK VOIGT CENTER located at 701 El Portal, upon the following terms and conditions:

- **TERM** The term of this Rental shall be on _____ date. Function will begin at _____ am/pm, and end at _____ am/pm; for a total of _____ hours. *There is no extra time granted for setup or cleanup. The times requested above are the only times you will have access to the Voigt Center.* Should LESSEE fail to vacate the premises by the end of the Term, LESSEE will be charged for any additional time at the applicable rate.

Signature

Date

- **VOIGT RENTAL** Rental of the Voigt Center shall be on a single function lease agreement at the rate of DOLLARS (\$_____).
- **CLEANING FEE** A Cleaning Fee of DOLLARS **(\$170.00)** will be assessed for all functions. Notwithstanding the cleaning fee, LESSEE is responsible for all trash and refuse, and must deposit such trash and refuse in suitable containers outside, and ensure that the leased premises are left in a neat, tidy, and orderly fashion. **If all trash and refuse is not deposited in suitable containers in a neat and orderly fashion, it is agreed and understood that the deposit shall be forfeited, and the LESSOR may consider this a holding-over by LESSEE.**
- **VOIGT DEPOSIT** A Voigt Center deposit of DOLLARS (\$_____) shall be refunded by LESSOR to LESSEE, provided the key is returned, nothing is broken or damaged, and the other terms and conditions of this Agreement are performed by LESSEE, as provided herein. **If the key is not returned to HOLLYWOOD PARK by the end of the function for the use of said premises, with the inventory accounted for, it is agreed and understood that the deposit shall be forfeited, and the LESSOR may consider this a holding-over by LESSEE.**
- **VOIGT AUDIO/VISUAL RENTAL** Rental of the Voigt audio/visual equipment shall be on a single function lease agreement at the rate of DOLLARS (\$_____). Audio-Visual equipment includes projector, speakers, podium, various microphones, CD and DVD players, cables, etc... Please bring your Audio-Visual media with you when meeting with the Public Works Director.
- **VOIGT AUDIO/VISUAL DEPOSIT** A Voigt Audio/Visual deposit of DOLLARS (\$_____) shall be refunded by LESSOR to LESSEE, provided the audio/visual equipment is left in the same condition it was found and such inventory is all accounted for.. **If all Audio/Visual inventory is not accounted for and in the same condition it was found, it is agreed and understood that the Audio/Visual deposit shall be forfeited, and the LESSOR may consider this a holding-over by LESSEE.**
- **VOIGT PROPANE HEATER RENTAL** Rental of the Voigt Heaters shall be on a single function lease agreement at the rate of DOLLARS (\$_____). You must contact our Public Works Director at 210-494-2023 ext 238 for information on the use of our 4 propane heaters. You may choose to use as many as needed and are not required to use all 4 heaters. You are not allowed to use your own propane or fuel and you cannot bring your own heaters to the Voigt Center.
- **USE OF VOIGT CENTER** Lessee shall have the right to use said facility (for any lawful purpose), in accordance with the rules and regulations for the use of said facility, which is furnished to the LESSEE by LESSOR at the time of the

Signature

Date

signing of this Agreement, and which are made a part of this Agreement, as if copied in full herein.

- **INSPECTION OF VOIGT CENTER** LESSEE acknowledges that he has fully inspected said facility and the equipment and furniture on the attached inventory; and on the basis of such inspection, LESSEE hereby accepts said premises and the inventory of equipment and furniture in their present condition for the purpose to which same are leased.
- **REPAIRS** LESSEE agrees to take good care of the facility and its fixtures and contents and shall, at his own expense, be responsible for all repairs of every kind to said premises during the term of this Lease, and to deliver up said premises and furnishings thereof in good order and condition at the expiration of this Agreement, reasonable wear and tear only excepted.
- **INDEMNITY** LESSEE agrees to indemnify and save LESSOR harmless from and against all claims for or on account of damages to property, and any lost, stolen or damaged property or injuries (including death) to persons arising out of LESSEE'S use and occupancy of the leased premises, nor shall LESSOR be liable to LESSEE or any third party for any damage or injury (including death) to persons or property resulting from the negligence of anyone other than LESSOR, or the agents, servants or employees of LESSOR.
- **COMPLIANCE WITH LAWS** LESSEE agrees to comply promptly with all laws, rules and orders of Federal, State and TOWN OF HOLLYWOOD PARK, and all of their departments applicable to the premises herein leased.
- **DISTURBANCES** The LESSEE agrees that the use of said leased premises will be in such a manner as not to create any nuisance nor to interfere with, annoy or disturb any persons living nearby.
- **SUBLETTING** LESSEE shall not assign, sublet or pledge this Lease or any part thereof, nor make any alterations in the premises without LESSOR'S written consent.
- **LESSOR'S RIGHT OF ENTRY** LESSOR and LESSOR'S agents and representatives shall have the right to enter and inspect the leased premises at any time for the purpose of ascertaining the condition of the leased premises.
- **LIENS** All property of the LESSEE now or hereafter placed in or upon the leased premises is hereby subjected to a lien in favor of the LESSOR and shall be and remain subject to such liens of the LESSOR for any and all damages caused by LESSEE, its agents, employees and guests. Said lien shall be, in addition to, accumulative of the LESSOR'S line provided by law.

Signature

Date

- **ATTORNEY'S FEES** If, on account of any breach by LESSEE, in LESSEE'S obligations, under the terms and conditions of this Lease, it shall become necessary or appropriate for LESSOR to employ or consult with an attorney concerning, or to enforce or defend, any of LESSOR'S rights or remedies hereunder, LESSEE agrees to pay any reasonable attorney's fees.
- **POLICE SECURITY** LESSEE agrees to provide police security through the Hollywood Park Police Department if any alcoholic beverages are to be served during the term of this lease. LESSEE shall make arrangements for said police security with the Hollywood Park Police Chief or his designated agent prior to or at the time of the signing of this lease. **MUST OBTAIN A PERMIT.**
- **APPOINTMENT & KEY PICK-UP** *LESSEE must schedule a meeting with the Public Works Director, Kelly Cowan, 72 hours in advance of the date of the booking to discuss placement and create a diagram of tables and chairs, audio/visual tutorial if rented, and to receive the key for entry at the scheduled time of the event. Please bring your Audio Visual media with you when you meet with the Public Works Director.*
- **THE LESSOR IS NOT RESPONSIBLE FOR ANY LOST ITEMS.**
- **ALL TEENAGE PARTIES MUST BE CHAPERONED BY ADULTS .**

WITNESS OUR SIGNATURES this _____ day of _____,
_____.

THE TOWN OF HOLLYWOOD PARK

By: _____

City Representative

LESSEE

ADDRESS

TELEPHONE NUMBER

Signature

Date

RULES FOR USE OF VOIGT RECREATION BUILDING

- Keep front double doors closed at all times.
- Do not block fire exit doors.
- Throwing rice or birdseed is prohibited inside and outside of the Voigt Center.
- No smoke machines, bubble machines/bubble toys, paper sprayers, silly string or balloons allowed inside the Voigt Center. All objects that could float up to the ceiling and smoke detectors are not allowed.
- Do not stick, tack, nail or tape anything to walls or windows.
- All food must be removed from the refrigerator.
- Garbage bags must be removed from inside containers, secured with twist ties, and put in garbage enclosure outside the back door. Replace with fresh bags from kitchen drawer.
- Stove, dishwasher must be turned off.
- All lights must be turned off.
- All doors and windows must be securely locked.

The Voigt Center will be inspected after it has been used.

Signature

Date

**VOIGT PARK IS OPEN TUESDAY THRU SUNDAY
FROM 7:00AM TO 10:00PM
AND CLOSED MONDAY FOR CLEANING AND MAINTENANCE**

**OPEN FROM 8:00AM TO
12:00(midnight)**

RESIDENTS

**4 HOURS - \$250.00
AFTER INITIAL 4 HOURS -
\$50.00 PER HOUR**

**ALL DAY RENTAL \$400.00
AFTER MIDNIGHT
\$50.00 PER HOUR**

CLEANING FEE \$170.00

**REFUNDABLE DEPOSIT
\$250.00**

AUDIO/VISUAL

FEE -- \$75.00

**REFUNDABLE DEPOSIT
\$100.00**

**PROPANE HEATER FEE IS
\$30.00 PER HEATER
RESIDENTS/NON RESIDENTS**

NON-RESIDENTS

**4 HOURS - \$500.00
AFTER INITIAL 4 HOURS-
\$100.00 PER HOUR**

**ALL DAY RENTAL \$900.00
AFTER MIDNIGHT
\$100.00 PER HOUR**

CLEANING FEE \$170.00

**REFUNDABLE DEPOSIT
\$500.00**

AUDIO/VISUAL

**FEE -- \$350.00
REFUNDABLE DEPOSIT
\$100.00**

Signature

Date

*** DEPOSIT MAY BE REFUNDED AFTER RENTAL PERIOD, PROVIDED NOTHING IS DAMAGED OR LOST AND KEY IS RETURNED. REFUNDS WILL BE MAILED OUT WITHIN 10 BUSINESS DAYS FROM THE DATE APPROVAL IS GIVEN BY THE PUBLIC WORKS DIRECTOR.

***MAXIMUM OCCUPANCY IS 180 WITH TABLES & CHAIRS / 200 WITH JUST CHAIRS

*****IF ALCOHOL WILL BE SERVED THEN HP POLICE WILL NEED TO BE CONTRACTED SEPARATELY**

VOIGT CENTER CANCELATION

You receive 100% of your rental fees and deposits if you give at least 30 days' notice from the date of your event.

You receive 50% of your rental fees, if you give at least 14 days' notice from the date of your event. If the city is able to re-rent for that same day and time then the customer will receive 100% of the fee and deposits back.

No refund will be for rental fees if your booking is cancelled less than 7 days from your event date [unless the city is able to re-rent for same date and time].

The City will provide a full refund on all **deposits** regardless of when the event is cancelled.

VOIGT FEE \$ _____
VOIGT DEPOSIT \$ _____
CLEANING FEE \$ _____

AUDIO / VISUAL FEE \$ _____
AUDIO / VISUAL DEPOSIT \$ _____
PROPANE/HEATER FEE \$ _____

TOTAL \$ _____

I HAVE READ THE ABOVE AND UNDERSTAND IT. _____
SIGNATURE

Signature

Date

The following is a checklist to assist you in the cleaning and security of Voigt Center.

Was the center clean when you arrived? If no, please list any area(s) that was not clean and describe the problem(s):

Kitchen Area:

- Food Items Removed
- Stove Clean
- Refrigerator Clean and empty
- Sinks Clean/empty
- Counter Tops Clean
- Kitchen Floor Swept/Mopped
- Trash Container empty with liner in it

Restrooms:

- Sinks Clean
- Countertops Clean
- Toilets/Urinal Clean
- Floors Clean
- Trash Container empty with liner in it

Main Hall Area:

- Floor Clean
- Trash Container empty with liner in it
- Windows/Doors securely locked
- Lights switched off (don't forget the bathrooms)
- Back Door securely locked**

Signature

Date

INVENTORY -- VOIGT RECREATION BUILDING

200METAL FOLDING BLACK CHAIRS WITH PADDED SEATS

48	METRO BACKLESS BLACK BAR STOOLS
17	TABLES
4	BEIGE LOUNGE CHAIRS
1	BLACK WOOD COLLAPSIBLE LECTERN
1	TABLE TOP LAMP
5	CHROME PROPANE PATIO HEATERS
10	72" DIAMETER X 30" H ROUND FOLDING BANQUET TABLES
24	72" L X 30" W X 30" H RECTANGULAR FOLDING BANQUET TABLE
12	BAR HEIGHT FOLDING CAFÉ TABLE
1	STAINLESS STEEL REFRIGERATOR
1	STAINLESS STEEL 36" DOUBLE OVEN RANGE
1	STAINLESS STEEL DISHWASHER
1	STAINLESS STEEL ICE MACHINE
1	STAINLESS STEEL COUNTERTOP MICROWAVE OVEN
1	STAINLESS STEEL AUTOMATIC COFFEE BREWER
4	STAINLESS STEEL 3.5 AIRPOT WITH LEVER
2	STAINLESS STEEL 3.5 AIRPOT WITH ORANGE DECAF LEVER
4	RECYCLE BLUE SLIM JIM TRASH CANS – 2 LIDS
4	BLACK SLIM JIM TRASH CANS – 4 LIDS

CONTENTS IN CABINETS AND PANTRY OWNED BY THE HOMEOWNERS ASSOCIATION, GARDEN CLUB AND WOMEN'S CLUB AND EACH CLUB SHOULD BE RESPONSIBLE FOR THERE OWN INVENTORY.

- OWNED BY THE TOWN OF HOLLYWOOD PARK
- OWNED BY HOMEOWNERS ASSOCIATION

Signature

Date