

Rental Agreement

Terms & Rules

TCMA Event Center

1. Rental Fees and Deposits

<u>Rental Type</u>	<u>Base Rental Fee</u>	<u>Refundable Cleaning Deposit</u>
Day Rate 8am-4pm	\$950	\$250
Evening Rate 4pm-12am	\$950	\$250
All Day Rate 8am-12am	\$1800	\$250

- a. Rates are increased by 1.5% if event is on a public Holiday.
 - b. Non-Profit Discount is 20%
 - c. Set-up and clean-up is part of the rental time.
 - d. The facility building occupancy may not exceed 309 guests.
 - e. Rental rates are based on existing interior tables and chairs. Additional tables and chairs may be rented for an additional fee. Please see fee schedule attached.
 - f. Rental rates for outdoor weddings will include an additional \$2.00 per chair needed.
2. A fully executed and signed rental agreement, 50% of the rental rate and the full refundable cleaning deposit must be submitted when reservation is made and date is reserved. The deposit check will be cashed and held in escrow. Balance of the rental fee is due no less than 45 days prior to the event.
 3. No Verbal agreements for use of center shall be valid.
 4. The deposit will be refunded after usage provided the facility is cleaned and there is no damage to the building and all trash and debris are removed from the building. A deposit refund check will be mailed within two (2) weeks after the event. Any cancellation over sixty (60) days prior to the event will receive a full refund. Any cancellation fifteen (30) to thirty (45) days prior to the event will receive a 50% refund of fees. Any cancellation less than fifteen (30) days prior to the event will receive NO REFUND. The deposit will be refunded after TCMA Event Center staff has approved the building and grounds. All debts must be paid in full before the release of deposit or debt may be deducted from the deposit. Deposit refunds are to be mailed via check, no cash deposits returned. There are NO exceptions to this policy.
 5. Building shall be cleaned by Lessee as follows:
 - All surfaces are to be cleaned of debris including floors, tables, chairs, and counters.
 - Any spills on floor cleaned
 - Taking down all decorations, removing personal belongings, equipment and supplies.
 - All trash shall be removed during the event and immediately following the event. Trash bags are provided and need to be in the trash receptacles at all times during the event.
 - Facility checked for running water.
 - All commodes and urinals clean (flushed).

NOTE: Fees may be deducted from deposit for failure to comply.

7. Lessee represents its use of the premises shall be legal and shall not constitute a nuisance nor be hazardous.
8. No substance may be placed on the floor for dancing (sawdust, powder, etc.)
9. No smoking inside the building.
10. Beer and wine are available for sale at TCMA Event Center. No outside alcohol is allowed.
11. For events where 100 or more guests are expected, Lessee is required to hire two (2) security officers for the duration of the event (not required for set-up or clean-up). Off-duty Panola County Sheriff's officers are approved for security at the TCMA Event Center and can be arranged for through directly with Denise Gray at Panola County Sheriff's office at \$35 per hour for each officer.
10. Lessee agrees not to violate any rules of the Texas Alcoholic Beverage Commission. At NO time shall alcohol be sold other than through TCMA bar. Absolutely NO alcohol shall be sold or served to individuals younger than twenty-one (21) years of age regardless of whether a parent is present. Any violation of this State Law will result in the immediate closure of the event and loss of payments paid or due.
***** ALL ALCOHOL IS TO STAY INSIDE THE BUILDING AND CANNOT BE CONSUMED OUTSIDE WITHOUT SPECIAL APPROVAL OF TCMA MANAGEMENT*****
11. Catering service is provided through the TCMA Event Center. No outside catering is allowed. A very flexible menu is available and pricing for catering is separate from and in addition to this rental agreement.
12. Decorations are encouraged; however, tape, nails, tacks, or staples cannot be used on any wooden walls, rails, bar or partitions. Absolutely NO RICE, SPARKLERS OR BUBBLES will be allowed inside the building. **Absolutely NO CONFETTI will be allowed inside OR outside the building.** No writing on any wall, door, mirror, etc. All balloons must be weighed or tied to keep from floating to the ceiling. All decorations, personal belongings, equipment and supplies are to be removed from building at the end of the scheduled event.
13. Use of the PA/Sound system is included in the rental of the building. However only approved DJ Services or TCMA staff may operate the equipment. TCMA does have a DJ for hire at an additional expense of \$50 per hour with a 4-hour minimum.
14. Lessee must provide their own TABLECLOTHS, CLEANING ITEMS, SCISSORS, TAPE, SOAP, TOWELS, DISHES, UTENSILS, ETC.
15. Lessee is responsible for all care and use of all property belonging to TCMA Event Center. Under no circumstance will any property of the TCMA Event Center be removed from the building.
16. Lessee, individually and as authorized representative of the group, agrees to be individually responsible for any damage to the building or fixtures, or loss of property owned by the TCMA Event Center due to the use by the group and pay for such damage when requested.

17. Wedding or Event Insurance is strongly suggested.

17. Lessee, individually and as authorized representative of the group, agrees to indemnify, defend, and hold the TCMA Event Center, building owner and its representatives harmless from any loss, attorney's fees, court and other costs or claims arising out of use or operations at the facility. Lessee shall indemnify, hold harmless, and defend the TCMA Event Center, building owner and its representatives from and against all claims including negligence, property loss, damages, injuries to person, and expenses, including but not limited to attorney's fees arising out of or resulting from or alleged to have been sustained in connection with Lessee's use of the premises and its agents, specifically including any claims or actions based in whole or part on alleged negligence. It is the parties' intent for Lessee to expressly indemnify and hold harmless the TCMA Event Center, the building owner and its representatives harmless from alleged negligence allegations.

18. Any violation of this agreement and terms herein subjects the Lessee to forfeit all of the deposit at the sole discretion of the TCMA Event Center, building owner or its representative. Any violation of these terms or rules immediately terminates the use without notice and Lessee agrees to immediately vacate the premises.

19. Any additional terms or agreements will be in writing and included in this agreement under "Special Provisions and Agreements".

Event Date: _____

Type of Event: _____

Use of Facility: INDOOR OUTDOOR BOTH

Rental times: 8am-12am 8am-4pm 4pm-12am Other _____ to _____

Lessee or Authorized Representative Contact Information:

Organization (if applicable): _____

Contact Name: _____ Title (if applicable): _____

Address: _____

Telephone: _____ Alternate Phone: _____

Date of Birth: _____ Driver's License Number: _____

IF YOU HAVE ANY MECHANICAL PROBLEMS WITH BUILDING, PLEASE CALL 903-472-8008 or 903-690-3431

Special Provisions and/or Agreements: _____

DO NOT SIGN THIS AGREEMENT UNLESS YOU FULLY UNDERSTAND THE TERMS AND RULES OF THIS AGREEMENT AND FULLY AGREE TO ITS TERMS AND RULES. NO CHANGES OR MODIFICATIONS TO THESE TERMS AND RULES EXIST WITHOUT PRIOR WRITTEN AND INITIALED AUTHORIZATION BY BOTH PARTIES IN THE SPACE PROVIDED ON THIS FORM.

I UNDERSTAND THESE TERMS AND RULES AND CONSENT TO SUCH AGREEMENT INDIVIDUALLY AND AS THE AUTHORIZED REPRESENTATIVE OF THE GROUP.

AGREED AND ACCEPTED THIS _____ DAY OF _____, _____

X

LESSEE, individually and as authorized representative of the group

LESSOR, TCMA Event Center

DEPOSIT

Rental Type: _____ \$ _____ x 50%=\$ _____

Cleaning Deposit: _____ \$250.00

Additional Items Total: _____ \$ _____ x50%=\$ _____

TOTAL DEPOSIT AMOUNT: _____ \$ _____

Balance Due: _____ \$ _____

Deposit Amount Received: _____ Date: _____

Check # or Payment Form: _____

Balance Paid Amount: _____ Date: _____

Check # or Payment Form: _____

TCMA EVENT CENTER Additional Items Fees

ITEM	PRICE	# NEEDED	TOTAL AMOUNT
White Resin Chairs	\$3.50 each	_____	_____
White Plastic & Aluminum Chairs	\$2.00 each	_____	_____
Black Plastic & Aluminum Chairs	\$2.00 each	_____	_____
5' Round Table with 6 Chairs	\$25.00 set	_____	_____
8' Long Table with 8 Chairs	\$30.00 set	_____	_____
Tablecloths (Black or White)	\$10.00 each	_____	_____
DJ For Reception (\$200 minimum, \$100 deposit)	\$50.00 per hour	_____	_____
TOTAL ADDITIONAL ITEMS:			_____